



COUNTY OF LOS ANGELES PROBATION DEPARTMENT

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CALVIN C. REMINGTON
Acting Chief Probation Officer

November 15, 2011

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVE PROPOSED SPENDING PLAN TO IMPLEMENT PROJECTS
IN SUPPORT OF COMPREHENSIVE EDUCATION REFORM AT
PROBATION CAMPS AND HALLS, APPROVE APPROPRIATION ADJUSTMENT,
CONTRACT WITH THE LOS ANGELES COUNTY OFFICE OF EDUCATION, LACOE'S
OVERSIGHT OF EDUCATION REFORM ENDEAVOR, AND
OTHER RELATED CHANGES**

(3 VOTES, ALL SUPERVISORIAL DISTRICTS)

SUBJECT

Board approval of the Comprehensive Education Reform Committee's Proposed Education Reform Spending Plan and approval of an Appropriation Adjustment and other related changes is requested to enable the implementation of certain projects in support of education reform for minors at Probation camps and halls, including approval for the Los Angeles County Office of Education (LACOE) Superintendent to oversee the education reform endeavor.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve the Comprehensive Education Reform Committee's Proposed Spending Plan (Attachment I) to implement projects that will enable continued education reform and provide increased opportunities for minors at Probation camps and halls.
2. Approve an Appropriation Adjustment (Attachment II) transferring a total of \$3,005,000 consisting of \$694,000 in ongoing salaries and employee benefits, \$613,000 in ongoing services and supplies, \$1,558,000 in one-time services and supplies, and \$140,000 in equipment from the Provisional Financing Uses (PFU)

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

56 November 29, 2011

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

budget to the Probation Department's operating budget to provide the appropriation necessary to begin implementing the projects identified in support of Board-approved education reform recommendations, and addressing concerns pursuant to Department of Justice and the Casey A. settlement agreements.

3. Delegate authority to the Acting Chief Probation Officer to prepare and execute a sole source contract substantially similar to Attachment III with LACOE for comprehensive education reform services, including the implementation of a career technical education (CTE) program for youth at a maximum of four Probation Camp sites; a student information data system; a credit recovery program; a performance series assessment program, remedial reading and math skills programs, and additional CTE and pilot projects, as necessary, commencing December 1, 2011 through the completion of the final CTE program, anticipated to occur by June 30, 2015, after final approval by County Counsel as to form. The estimated cost of this contract is \$2,038,000 and will be funded by \$1,923,000 in net County cost of which \$1,021,000 is included in the above referenced Appropriation Adjustment, and the remaining \$115,000 will be funded by State Youthful Offender Block Grant (YOBG) funds included in the Department's FY 2011-12 Adopted Budget.
4. Delegate authority to the Acting Chief Probation Officer to execute modifications to the contract not exceeding 10% of the total contract cost and/or 180 days to the period of performance pursuant to the terms contained therein, upon approval as to form by County Counsel.
5. Approve 8 ordinance and budgeted positions and authorize the Acting Chief Probation Officer to fill the following positions: 1.0 Supervising Program Analyst, Probation, 1.0 Program Analyst, Probation, 1.0 Supervising Deputy Probation Officer, and 5.0 Deputy Probation Officers, pursuant to Section 6.06.020 of the County Code, and subject to allocation by the Chief Executive Office.
6. Instruct the LACOE Superintendent to oversee the education reform endeavor, which includes chairing the existing Comprehensive Education Reform Committee that was created in 2007, effective upon Board approval.
7. Instruct the LACOE Superintendent to submit to the Board, quarterly implementation status reports on the proposed projects as well as on the Committee's 35 education reform recommendations previously approved by the Board.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

The Committee's Proposed Spending Plan and Appropriation Adjustment funds the implementation of Board-approved education reform recommendations within the camps and halls, and will be funded by \$2.1 million in ongoing FY 2011-12 PFU Budget funds and the \$2.1 million in one-time funds resulting from unspent FY 2010-11 PFU Budget funds. Attachment I identifies the projects scheduled for implementation beginning upon Board approval (except those projects pursuant to the contract with LACOE, as the contract has an effective date of December 1, 2011), and includes each project's priority, objective(s), staffing, and one-time and/or ongoing estimated costs.

The Committee's education reform recommendations include offering CTE programs to minors in camp. The proposed CTE contract with LACOE will establish career technical education programs at four designated Probation camp sites (Jarvis/McNair/Onizuka, Afflerbaugh/Paige, Miller, and Scott/Scudder). The CTE contract will include funding for the necessary and related training, equipment, and furniture. The CTE program will provide opportunities for minors to access quality career technical educational and vocational education programs in various fields, such as blueprint reading, cabinetmaking, communications, concrete, drywall, electrical, estimation, finish carpentry, green construction, hand tools, heating and air conditioning, masonry, painting, plumbing, power tools, roof framing, tile setting, and wall framing.

The objective of CTE is to enable minors to become self-sufficient and assist in supporting their families. This objective is supported by studies that show developing good work habits and occupational skills lead to reduced recidivism and provides for healthier and safer communities. The proposed contract would terminate by June 30, 2015. Probation anticipates proceeding with implementing the Building Trades Skills curriculum first at Camp Jarvis/McNair/Onizuka, and completing implementation at the three other remaining camp sites by no later than June 2015.

In addition, under the proposed contract, LACOE will provide Probation staff access to LACOE's Educational Program Information Connections (EPIC) Student Information System; enhanced youths' educational credit recovery efforts; enhanced youth assessments in reading, language arts, math, and science; expanding remedial reading and math skills programs; and other CTE and pilot projects, as necessary, such as the Scott/Scudder charter look-alike pilot project, and Achieve 3000 and Advance Path programs.

The CTE-related outcomes below have been identified and will be tracked by LACOE and Probation for inclusion in reports to the Board on the progress of these outcomes. However, it will take some time to fully implement the data-related projects, obtain the necessary data, analyze the data, and include the outcome in a report.

-- Percentage of students enrolled in the program;

- Percentage of students who enroll in another CTE/VE program subsequent to their release into the community and prior to completion of probation; and
- Percentage of students who become employed subsequent to their release into the community and prior to completion of probation

Recommendation for LACOE to Oversee Education Reform Endeavor

In recognition that the Comprehensive Education Reform Committee, as currently chaired by the Chief Probation Officer, has fulfilled its role of developing a comprehensive education reform plan that was previously approved by your Board and is comprised of the 35 education reform recommendations, it is recommended that upon your Board's approval, the LACOE Superintendent oversee the education reform endeavor, which includes chairing the existing Comprehensive Education Reform Committee that was created in 2007. The Committee would be comprised of existing members, and any additional members, if necessary, and would continue to be utilized as an advisory body.

Key Education Reform Highlights and the Deficiencies to be Addressed

The education services provided to probation youth at camps and halls need continued reform as there are many deficiencies that need to be addressed. Probation youth must first be provided with the basic core educational services and essential skills – reading, writing, arithmetic, and character building – needed to have a better opportunity of breaking the cycle of committing crime and becoming self-sufficient members in their communities.

Until the basic core educational services are provided, the previously established four educational pathways – obtaining a high school diploma and passing the California High School Exit Examination; obtaining a General Education Development certificate; completing Career Technical Education/Vocational Educational programs in camp for preparation of formal apprenticeships and/or employment in the community; and having opportunities to attend two or four-year colleges, are just that – pathways that may never be taken or fulfilled by probation youth because many simply have low reading, writing, and arithmetic skills.

The Los Angeles County Office of Education and Probation, the key agencies in this endeavor, continue to collaborate to improve the overall delivery of education services to Probation youth at camps and halls. However, as reflected below, there are still many deficiencies and obstacles that must be overcome primarily due to a lack of:

- Structural Data Needs – Certain education-related data is needed, especially when dealing with approximately 20,000 active juvenile probationers. Currently, there is no electronic information sharing between LACOE and Probation. Probation and LACOE have difficulty obtaining accurate, timely records. For example, comprehensive transcripts are rarely provided to schools, parents, or youth, impeding LACOE's and Probation's ability to quickly and better assess the youths' education needs.

- Adequate Staff to Support Probation's Director of School Services – The only Probation position dedicated full-time to the education reform effort is a Senior Probation Director that functions as the Probation Department's Director of School Services. This managerial position needs the newly requested Supervising Program Analyst, Probation position to function as a Unit supervisor to oversee one existing staff support position and the additionally requested staff support position to proceed with implementing the proposed projects.
- Probation Youth Need Basic Core Education Services and Essential Skills -- Probation youth have low reading, writing, arithmetic and character building skills, minimal guidance regarding the education process and assistance with school transitioning issues, and no real hands-on, career technical educational/vocational educational opportunity, and need DPOs to enhance their youth advocacy skills.
- Parents/Guardians Need Essential Advocacy Skills and Transportation Services – Probation youths' parents and guardians do not have the necessary knowledge they need to navigate the education system and know even less, their education-related legal rights and how to advocate for their youth. In addition, youths' parents and guardians have lots of difficulty visiting their youth in camps or halls due to a lack of transportation services. The proposed projects include funding to provide training to DPOs on youth advocacy. In addition, LACOE and Probation will develop a transportation services program and will return to your Board for any contractual authority, if necessary. The proposed program will be provided to your Board for review prior to implementation.

The implementation of the proposed projects is necessary to address the identified deficiencies as well as those raised in the Casey A lawsuit and by the Department of Justice and other key stakeholders.

Implementation of Strategic Plan Goals

The recommended actions are consistent with the principles of the Probation Department's Strategic Plan and Goals that support the County's Strategic Plan Goal #1 (Operational Effectiveness), Goal #2 (Children, Family, and Adult Well-Being), and Goal #3 (Public Safety). Education reform, including the CTE programs, is designed to develop the minor's academic competence and their ability to obtain gainful employment and become productive members of our communities.

FISCAL IMPACT/FINANCING

The PFU budget includes an ongoing \$2.1 million net County cost allocation for education reform and \$2.1 million in one-time net County cost from unspent, prior-year funds.

Attachment I is a Proposed Two-Year Spending Plan. Consequently, a total of \$4.2 million is proposed to be encumbered and/or spent in FYs 2011-12 and 2012-13.

For FY 2011-12, the Probation Department requires \$1,307,000 for ongoing expenditures (\$694,000 in S&EB and \$613,000 in S&S) and \$1,698,000 for one-time expenditures (\$1,558,000 in S&S and \$140,000 in equipment) for a total of \$3,005,000 to begin implementing the referenced projects. The attached requested Appropriation Adjustment reflects this partial-year amount. In addition, \$115,000 in State YOBG funds already included in the Probation Department's FY 2011-12 Adopted Budget, will fund the remaining costs associated with LACOE implementing a career technical education program at the Camp Jarvis/McNair/Onizuka site.

In addition, the requested Appropriation Adjustment includes \$349,000 for Salaries and Employee Benefits, Services and Supplies, and Capital Assets – Equipment, related to the need for a transportation services program for families to visit youth at camps and halls. Upon the development of a transportation services program and its review by your Board, the reallocation of this appropriation may be necessary.

For FY 2012-13, the Probation Department would require \$714,000 for ongoing expenditures (\$364,000 in S&EB and \$350,000 in S&S) and \$481,000 for one-time S&S expenditures for a total of \$1,195,000.

Beginning in FY 2013-14, Probation anticipates requiring \$2,021,000 of the \$2.1 million in ongoing funding to continue the ongoing projects.

Probation will track all appropriation, expenditures, and any unspent funds accordingly.

Additional Information – Funding of Proposed Contract with LACOE Over 43 Months

The total estimated cost of the proposed contract with LACOE over approximately 43 months (December 2011 through June 2015) is \$2,038,000. The cost of this contract will be funded by \$1,923,000 in net County cost of which \$1,021,000 is included in the requested Appropriation Adjustment, and the remaining \$115,000 will be funded by State YOBG funds included in the Department's FY 2011-12 Adopted Budget.

Over the estimated 43 months, of the \$2,038,000, \$898,000 is for one-time expenditures (\$783,000 in NCC and \$115,000 in YOBG), and \$1,140,000 in NCC is for ongoing purposes based on \$318,000 annually and prorated for part of the term of the contract.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On October 14, 2008, your Board approved the Comprehensive Educational Reform Committee's 35 recommendations to implement educational reform in the County's juvenile halls and camps.

In June 2009, your Board approved the FY 2009-10 Final Recommended Budget which included the transfer of the \$2.1 million in ongoing funding from the Probation Department's budget to the PFU for education reform until certain criteria were met primarily related to the proposed use of the funds. Thus, no funds have been spent from the \$2.1 million ongoing allocation.

The intent of the proposed two-year spending plan is to be transparent regarding the identification and proposed use of the ongoing \$2.1 million within the PFU allocated to education reform. The status of the 35 education reform recommendations are as follows:

- 13 recommendations (1, 2, 9, 10, 12, 13, 16, 19, 20, 21, 23, 30, and 35) have already been fully implemented, as reported in Probation's Seventh Quarterly Report dated August 4, 2011. Any ongoing costs related to these recommendations have been incorporated into the Probation and LACOE budgets;
- 13 recommendations (3, 4, 5, 6, 7, 8, 11, 15, 17, 18, 24, 25, and 26) will be implemented primarily during FYs 2011-12 and 2012-13 through the proposed projects and related funding request;
- 6 recommendations (14, 27, 28, 31, 33, and 34) will not be supported by the proposed projects; however, these do not require additional NCC;
- 1 recommendation (22) relates to the establishment of charter schools which awaits legal and fiscal issues resolution — As reflected below, LACOE and Probation have implemented a pilot charter look-alike school at Camps Scott and Scudder. LACOE and Probation will evaluate the success of this pilot charter look-alike school and the feasibility of when and how it will be replicated at other camps. The costs for the charter look-alike at Camps Scott and Scudder have been absorbed by Probation and LACOE.; and
- 2 fiscal-related recommendations (29 and 32) are being spearheaded by LACOE.

Implementation of Pilot Charter Look-Alike School at Camps Scott and Scudder

A "charter look-alike" pilot school at Camps Scott/Scudder began on September 27, 2010. The outcomes of this pilot school focus on the needs, interests, and successful transitioning of female youth in the camps to higher education and/or successful employment, internships, and vocations. With the implementation of this "Road to Success Academy", there has been remarkable progress in girls' level of engagement. The program implements a project-based instructional delivery which is centered on the individual interests and abilities of each student. Utilizing evidence-based research, the California Academic Content Standards are taught as they are necessary to fulfill the components of each student's research for their projects. Projects reflect various aspects of unit themes such as self-esteem, empowerment, and hope. The project-based strategies have resulted in a

school-wide culture where the girls have exhibited improved levels of self-confidence, greater focus and attention on classroom engagement, and higher quality of academic work. LACOE will continue to monitor the progress of the "charter look-alike" pilot school at Camps Scott/Scudder and how and when a similar model can be implemented for boys at one of the other camps.

CONTRACTING PROCESS

As previously indicated, authorization is being recommended for the Chief Probation Officer to prepare, negotiate, and execute a sole source contract substantially similar to Attachment III with LACOE, upon approval as to form by County Counsel, to provide assistance to the Probation Department for implementing a CTE program at a maximum of four Probation camp sites as well as the enhanced education services previously mentioned. Consistent with your Board's revised February 6, 2008, Sole Source Contracts Policy, a completed Sole Source Checklist is provided in Attachment IV.

IMPACT ON CURRENT SERVICES

Approval and implementation of the recommendations will enhance opportunities for youth in our juvenile halls and camps to become productive members in their communities by providing them the basic core educational services and essential skills – reading, math, occupational, and social skills – that are proven to reduce recidivism and provide for healthier and safer communities.

CONCLUSION

Approval of the proposed recommendations is needed to continue implementing education reform primarily in the juvenile camps that, if implemented, is anticipated to reduce recidivism.

Respectfully submitted,



CALVIN C. REMINGTON
Acting Chief Probation Officer

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Attachments (4)

- c: Presiding Judge, Juvenile Court
- Chief Executive Officer
- Executive Officer, Board of Supervisors
- County Counsel
- Auditor-Controller
- Superintendent, Los Angeles County Office of Education

COMPREHENSIVE EDUCATION REFORM COMMITTEE'S
PROPOSED EDUCATION REFORM INITIATIVES
In Priority Order (Fiscal Years 2011-12 through 2012-13)

Priority Order	Project Name or Purpose of Funding	Project Description	Responsible Lead Agency	Positions Requested	Total Positions	Total NCC (Over 20 Months)	On-Going Funding			One-Time Funding		
							Annualized Amount	FY 2011-12 (Partial-Year) Nov - June	(Remaining for Full-Yr) or FY 2012-13	Total One-Time Funding	FY 2011-12 (Partial-Year) Nov - June	Fiscal Year 2012-13
1a	LACOE Student Information System (EPIC)	An information system that will allow for better tracking of student-related data including transcripts, demographics, test scores, report cards, and other program related data fields.	LACOE (via Contract)		-	123,000	25,000	25,000	-	98,000	98,000	-
1b	LACOE Credit Recovery Program	This program will enhance LACOE's ability to assist youth with recovering their educational credits utilizing Advance Path.	LACOE (via Contract)		-	100,000	50,000	50,000	-	50,000	40,000	10,000
1c	LACOE Performance Series Assessment Program	This is a system that will help place students in the appropriate classes or programs. Students will be assessed in Reading, Language Arts, Math, and Science to show a baseline Grade Equivalency score every 12 weeks or at entry and exit.	LACOE (via Contract)		-	140,000	70,000	70,000	-	70,000	70,000	-
1d	LACOE Technology Support	Infrastructure support.	LACOE (via Contract)		-	14,000	14,000	14,000		-	-	-
Sub-Total (Priority #1)						377,000	159,000	159,000	-	218,000	208,000	10,000
2	Education Reform Coordinator	Support staff for education reform effort.	PROBATION	Supervising Program Analyst, Probation	1.0	135,000	135,000	79,000	56,000	-	-	-
3	Education Reform Liaison Support	Will provide support to the overall Education Reform endeavor.	PROBATION	Program Analyst, Probation	1.0	87,000	87,000	55,000	32,000	-		
4	Evaluate Operation Read Program	Will enable the purchase of curriculum that will be taught at all camps and halls and includes all of the materials, work books, novels, and teachers guides, such as LACOE's Achieve 3000 and Advance Path programs.	To Be Determined By LACOE		-	120,000	20,000	20,000	-	100,000	100,000	-

NOTE: The components of certain Projects (#1, #7 and #12) are dependent on each other.

**COMPREHENSIVE EDUCATION REFORM COMMITTEE'S
PROPOSED EDUCATION REFORM INITIATIVES
In Priority Order (Fiscal Years 2011-12 through 2012-13)**

ATTACHMENT I

Priority Order	Project Name or Purpose of Funding	Project Description	Responsible Lead Agency	Positions Requested	Total Positions	Total NCC (Over 20 Months)	On-Going Funding			One-Time Funding		
							Annualized Amount	FY 2011-12 (Partial-Year) Nov - June	(Remaining for Full-Yr) or FY 2012-13	Total One-Time Funding	FY 2011-12 (Partial-Year) Nov - June	Fiscal Year 2012-13
5	LACOE Remedial Reading Skills Program (Read 180 Program)	Will provide for the continued expansion of the reading curriculum that will focus on struggling readers -- those students identified as reading below a 4 th grade level through the Read 180 program.	LACOE (via Contract)		-	75,000	-	-	-	75,000	75,000	-
6	LACOE Remedial Math Skills Program	To purchase and implement a remedial math program for students who score below the 5 th grade in math.	LACOE (via Contract)		-	75,000	-	-	-	75,000	75,000	-
7a	CTE start-up at 4 sites (one to be funded by the State Youthful Offender Block Grant at Camp Jarvis/McNair/Onizuka, and 3 to be funded by NCC at Afflerbaugh/Paige, Miller, Scott/Scudder)	Will provide for the partial funding of the proposed contract with LACOE for career technical educational/vocational services at four camp sites. State Youthful Offender Block Grant revenue will also be utilized as a partial funding source.	LACOE (via Contract)		-	345,000	-	-	-	345,000	345,000	-
7b	Additional LACOE CTE and Pilot Projects	Will enable the funding of additional career technical education and pilot projects, and LACOE's Achieve 3000 and Advance Path programs.	LACOE (via Contract)			229,000	159,000	159,000		70,000		70,000
7c	Additional Probation CTE and Pilot Projects	Will enable the funding of additional career technical education and pilot projects in conjunction with LACOE (i.e. the Pipefitters Program).	PROBATION			159,000	159,000	159,000		-		
7d	CTE Facilities Upgrades	Will enable for the necessary facility upgrades to develop CTE course offerings at the four camps, as necessary, in conjunction with LACOE.	PROBATION		-	601,000	-	-	-	601,000	200,000	401,000
Sub-Total (Priority #7)						1,334,000	318,000	318,000	-	1,016,000	545,000	471,000
8	Camp-to-Community Transition Program	To enhance transition services. (Includes corresponding S&S for additional positions.)	PROBATION	1 Supvg. DPO 5 DPO IIs	6.0	603,000	543,000	362,000	181,000	60,000	60,000	-

NOTE: The components of certain Projects (#1, #7 and #12) are dependent on each other.

COMPREHENSIVE EDUCATION REFORM COMMITTEE'S
PROPOSED EDUCATION REFORM INITIATIVES
In Priority Order (Fiscal Years 2011-12 through 2012-13)

ATTACHMENT I

Priority Order	Project Name or Purpose of Funding	Project Description	Responsible Lead Agency	Positions Requested	Total Positions	Total NCC (Over 20 Months)	On-Going Funding			One-Time Funding		
							Annualized Amount	FY 2011-12 (Partial-Year) Nov - June	(Remaining for Full-Yr) or FY 2012-13	Total One-Time Funding	FY 2011-12 (Partial-Year) Nov - June	Fiscal Year 2012-13
9	Placeholder -- Development of Transportation Services Program for Families to Visit Minors	LACOE and Probation will develop a transportation services program and will return to the Board for any contractual authority, if necessary. The proposed program will be shared with the Board prior to its implementation.	PROBATION			444,000	284,000	189,000	95,000	160,000	160,000	-
10	Training DPOs on Youth Advocacy	Will provide for the training of field DPOs in the area of youth advocacy and how to better navigate and service the youth in a school setting. (Via the Learning Rights Center)	PROBATION		-	75,000	-	-	-	75,000	75,000	-
11	Character Education Program via the Josephson Institute of Ethics	To implement the Character Counts Program in conjunction with LACOE across all facilities in the system.	PROBATION		-	125,000	25,000	25,000		100,000	100,000	-
12a	Technology Labs	Will provide for the purchase of mobile laptop computer labs that can be accessed in the living units or classrooms within the facility. This has a direct connection to the on-line class access project below.	PROBATION		-	325,000	25,000	25,000	-	300,000	300,000	-
12b	On-line Class Access	Will enable the purchase of on-line subscriptions for course work to be completed by the students as part of their individualized learning plan and credit recovery.	PROBATION		-	75,000	75,000	75,000	-	-	-	-
Sub-Total (Priority #12)						400,000	100,000	100,000	-	300,000	300,000	-
13	Minor Classroom Repairs (Phased-in)	To maintain and repair facilities that are in need of minor repairs in conjunction with LACOE, as necessary.	PROBATION		-	200,000	200,000	-	200,000	-	-	
14	Placeholder (Additional projects and/or unanticipated costs)	Provides a placeholder for additional projects and/or unanticipated costs.	PROBATION		-	150,000	150,000	-	150,000	-	-	-
Total						8.0 4,200,000	2,021,000	1,307,000	714,000	2,179,000	1,698,000	481,000

NOTE: The components of certain Projects (#1, #7 and #12) are dependent on each other.

**COMPREHENSIVE EDUCATION REFORM COMMITTEE'S
PROPOSED EDUCATION REFORM INITIATIVES
In Priority Order (Fiscal Years 2011-12 through 2012-13)**

ATTACHMENT I

Priority Order	Project Name or Purpose of Funding	DOJ Agreement	Casey A.	Anticipated Benefits /Outcomes	Supports Education Reform Rec. #	Who will be the direct service recipient?	What services will be provided?	Where will the services occur or be delivered?	When will the services be delivered?	How will the services be delivered?	By when will the services be delivered?
1a	LACOE Student Information System (EPIC)	X	X	Students will directly benefit from this database by having accurate and timely transcripts to allow them a smoother transition back to their home school district. This system will also allow for field DPOs and parents to have access to important educational records	4,5,7,8,11 15,17	All halls and camp youth.	LACOE will provide Probation staff access to its EPIC student information system.	System improvements will be conducted at LACOE.	Ongoing.	Via modifications to LACOE's EPIC system.	June 2012
1b	LACOE Credit Recovery Program	X	X	Will provide youth with increased opportunities for educational credit recovery through improved tracking of data.	4,5,7,8,15,17, 18	All camp youth.	Enhanced youths' educational credit recovery efforts.	At each camp site.	As credits are earned.	Via class work, elective courses, outside class hours.	As soon as funds are available; ongoing.
1c	LACOE Performance Series Assessment Program	X	X	Will enable better case management and incorporate a system to evaluate school and student performance over time.	7,8	Juvenile Court School students will be assessed initially and periodically.	Academic assessments will be provided.	Services will be provided in the juvenile camps and halls.	Students will be assessed upon enrollment in school, periodically (e.g., every 12 weeks) during their stay, and upon exit.	Students will be assessed using computer software in class and/or in the school assessment center(s).	Beginning in approximately January 2012.
1d	LACOE Technology Support	X	X	Will support the EPIC system.	4,5,7,8,11, 15,17	LACOE Technical Division	Additional components to existing software.	At LACOE.	Ongoing.	Via software revisions.	As soon as funds are available; ongoing.
2	Education Reform Coordinator			Will provide support to the Director of School Services by overseeing additional staff as appropriate associated with the increased workload related to this proposal (including one currently budgeted Program Analyst position) and to analyze data and prepare various reports.	35	Probation Director of Education Services and other stakeholders involved in education reform.	Supervising primarily the implementation of Probation-related education reform projects; conducting data analysis/reports.	At Probation	Ongoing.	Unit supervision, performing data analysis, and preparing reports.	As soon as funds are available.
3	Education Reform Liaison Support			Will provide support to the Director of School Services in the overall Education Reform effort.	35	Probation Director of Education Services and other stakeholders involved in education reform.	Various services, including monitoring the delivery of on-site education services and preparing recommendations for improving services.	Services will be conducted on-site or at designated Probation facility.	Ongoing.	Primarily through conducting audits and site visits.	As soon as funds are available.
4	Evaluate Operation Read Program	X	X	A curriculum program will be established by LACOE including Achieve 3000 and Advance Path programs.	18,20	All youth at juvenile halls and camps.	To purchase curriculum and provide funds for replacement of material, such as LACOE's Achieve 3000 and Advance Path programs.	At all halls and camps.	During and after school hours.	Probation and LACOE staff.	As soon as funds are available; ongoing.

NOTE: The components of certain Projects (#1, #7 and #12) are dependent on each other.

**COMPREHENSIVE EDUCATION REFORM COMMITTEE'S
PROPOSED EDUCATION REFORM INITIATIVES
In Priority Order (Fiscal Years 2011-12 through 2012-13)**

ATTACHMENT I

Priority Order	Project Name or Purpose of Funding	DOJ Agreement	Casey A.	Anticipated Benefits /Outcomes	Supports Education Reform Rec. #	Who will be the direct service recipient?	What services will be provided?	Where will the services occur or be delivered?	When will the services be delivered?	How will the services be delivered?	By when will the services be delivered?
5	LACOE Remedial Reading Skills Program (Read 180 Program)		X	Will provide an opportunity for minors to improve their reading skills.	18,26	Below-grade level camp youth.	Remedial instruction.	All juvenile hall and camp sites.	As-needed, during school hours.	Tutoring, reading materials, computer software.	As soon as funds are available; ongoing.
6	LACOE Remedial Math Skills Program		X	Will provide for an opportunity to better focus on minors who have deficient math skills and who score below the 5th grade level.	18,26	Below-grade level camp youth.	Remedial instruction.	All juvenile hall and camp sites.	As-needed, during school hours.	Tutoring, math materials, computer software.	As soon as funds are available; ongoing.
7a	CTE start-up at 4 sites (one to be funded by the State Youthful Offender Block Grant at Camp Jarvis/McNair/Onizuka, and 3 to be funded by NCC at Afflerbaugh/Paige, Miller, Scott/Scudder)	X	X	To implement the Paxton-Patterson building skills program under a contract with LACOE.	18, 22 (Partially supports this recommendation)	Eligible camp youth at four designated camp sites (Jarvis/McNair/Onizuka, Afflerbaugh/Paige, Miller, and Scott/Scudder)	Career technical education programs.	Four designated camp sites (Jarvis/McNair/Onizuka, Afflerbaugh/Paige, Miller, and Scott/Scudder)	During and after school hours.	LACOE via Paxton/Patterson services.	As soon as funds are available; phased-in basis, estimated completion by June 2015.
7b	Additional LACOE CTE and Pilot Projects	X	X	To implement additional CTE projects via a contract with LACOE.	18	Eligible camp youth.	CTE programs and other pilot projects.	Various camps.	During and after school hours.	LACOE and/or other providers.	As soon as funds are available; phased-in basis.
7c	Additional Probation CTE and Pilot Projects			To implement additional CTE projects.	18	TBD.	CTE programs and other pilot projects.	TBD	TBD	Via as-needed programs i.e., the Pipefitters program.	Development of proposal underway; will be submitted separately to Board.
7d	CTE Facilities Upgrades	X	X	To implement various facility upgrades associated with the Paxton-Patterson building skills program.	18, 22 (Partially supports this recommendation)	Youth, via any needed facility upgrades to coincide with CTE programs.	Facility upgrades.	Four designated camps (Onizuka, Afflerbaugh/Paige, Miller, Scott/Scudder)	During the week.	ISD or other providers.	As soon as funds are available; phased-in basis.
8	Camp-to-Community Transition Program	X	X	To enhance the Camp-to-Community Transition Program by having DPOs work with CBOs who are working to develop pathway opportunities for youth to pursue earning their high school diploma, GED, CTE certificates, or proceed to a 2-or 4-year college, in conjunction with LACOE's Transition Counselors.	3,6,11, 18	High-risk, high-needs youth.	Assessments, case planning/goal setting, academic/vocational/job readiness/enrollment, and retention.	In the community.	Will vary (week and/or weekends).	Via staff and CBOs.	As soon as funds are available for the staff, and contractual authority is obtained for the CBOs.

NOTE: The components of certain Projects (#1, #7 and #12) are dependent on each other.

COMPREHENSIVE EDUCATION REFORM COMMITTEE'S
 PROPOSED EDUCATION REFORM INITIATIVES
 In Priority Order (Fiscal Years 2011-12 through 2012-13)

ATTACHMENT I

Priority Order	Project Name or Purpose of Funding	DOJ Agreement	Casey A.	Anticipated Benefits /Outcomes	Supports Education Reform Rec. #	Who will be the direct service recipient?	What services will be provided?	Where will the services occur or be delivered?	When will the services be delivered?	How will the services be delivered?	By when will the services be delivered?
9	Placeholder -- Development of Transportation Services Program for Families to Visit Minors	X	X	A program is necessary for youth and their families to have increased opportunity for reunification if the families/guardians of detained youth are provided transportation services to visit youth more frequently.	3,11	Parents and guardians of youth.	Transportation services provided to parents to increase visitation, family reunification, and successful re-entry into communities.	Camps and halls.	During visiting hours.	To be determined by LACOE and Probation.	As soon as a program is developed and is reviewed by the Board.
10	Training DPOs on Youth Advocacy		X	Youth and their families would be more educated regarding the educational system and their rights and responsibilities.	5,6,25	Deputy Probation Officers	Training on youth advocacy.	At a Probation selected training site (regionally).	During the week.	Potentially, The Learning Rights Center will assist in preparing the curriculum. Probation's Training staff to conduct training.	As soon as funds are available and purchasing contract can be processed and training can resume.
11	Character Education Program via the Josephson Institute of Ethics		X	Would provide for a systemwide program for students to develop positive traits and habits leading to better character and becoming productive members of society.	20	Camp Deputy Probation Officers	Training of DPOs in character education.	Potentially at DBT camps.	Throughout the day.	Via the Josephson Institute of Ethics	As soon as funds are available.
12a	Technology Labs	X	X	Would enable youth to access educational opportunities during after school hours and weekends for credit recovery.	18	All camp youth.	Credit recovery and enhanced educational/enrichment activities.	At camp living units.	After school, weekends, and holidays.	Via the purchase of mobile computer lap tops.	As soon as funds are available and competitive bidding is conducted.
12b	On-line Class Access	X	X	Would enable youth to access educational opportunities during after school hours and weekends for credit recovery.	18	Same as above	Same as above	Same as above	Same as above	Same as above	Same as above
13	Minor Classroom Repairs (Phased-in)		X	Will enable minor repairs to classrooms.	26	Youth, their families; staff, contractors, etc.	Minor facility repairs.	Halls and camps.	Ongoing.	ISD and/or other providers.	Will begin next fiscal year.
14	Placeholder (Additional projects and/or unanticipated costs)										

NOTE: The components of certain Projects (#1, #7 and #12) are dependent on each other.

PINK (1)

BA FORM 09/09

BOARD OF
SUPERVISORS
OFFICIAL COPY

COUNTY OF LOS ANGELES

REQUEST FOR APPROPRIATION ADJUSTMENT

DEPT'S. NO. 640

DEPARTMENT OF PROBATION

November 1, 2011

AUDITOR-CONTROLLER:

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. PLEASE CONFIRM THE ACCOUNTING ENTRIES AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF EXECUTIVE OFFICER FOR HIS RECOMMENDATION OR ACTION.

ADJUSTMENT REQUESTED AND REASONS THEREFOR

FY 2011-12

3 - VOTES

SOURCESUSES

BA DETAIL - SEE ATTACHMENT

BA DETAIL - SEE ATTACHMENT

SOURCES TOTAL: \$ 3,005,000

USES TOTAL: \$ 3,005,000

JUSTIFICATION

Reflects the transfer of \$3,005,000 in funding from Provisional Financing Uses (PFU) to the Probation Department's operating budget to begin implementation of the Education Reform projects identified in the Comprehensive Education Reform Committee's Proposed Spending plan in support of Board-approved education reform recommendations, and to address concerns pursuant to Department of Justice and the Casey A. settlement agreement.

ADOPTED
BOARD OF SUPERVISORS

Cal CR gt
AUTHORIZED SIGNATURE [NAME]

BOARD OF SUPERVISOR'S APPROVAL (AS REQUESTED/REVISED)

56

NOV 29 2011

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

REFERRED TO THE CHIEF
EXECUTIVE OFFICER FOR ---☐ ACTION☒ RECOMMENDATION

AUDITOR-CONTROLLER

BY *Karen Siskume*B.A. NO. *036*BY *Nov 2 20 11*☒ APPROVED AS REQUESTED☐ APPROVED AS REVISED

CHIEF EXECUTIVE OFFICER

BY *Shel White*BY *Nov 2 20 11*

SEND 6 COPIES TO THE AUDITOR-CONTROLLER

**COUNTY OF LOS ANGELES
BUDGET ADJUSTMENT
PROBATION DEPARTMENT - EDUCATION REFORM
FISCAL YEAR 2011-12
3-VOTE**

SOURCES:

PROVISIONAL FINANCING USES - PROBATION

A01-CB-2000-13749-13758

Services and Supplies

\$3,005,000

DECREASE APPROPRIATION

USES:

PROBATION - SUPPORT SERVICES

A01-PB-1000-17000-17100

Salaries and Employee Benefits

\$143,000

INCREASE APPROPRIATION

PROBATION - SUPPORT SERVICES

A01-PB-2000-17000-17100

Services and Supplies

\$1,108,000

INCREASE APPROPRIATION

PROBATION - SPECIAL SERVICES

A01-PB-1000-17000-17350

Salaries and Employee Benefits

\$362,000

INCREASE APPROPRIATION

PROBATION - SPECIAL SERVICES

A01-PB-2000-17000-17350

Services and Supplies

\$180,000

INCREASE APPROPRIATION

PROBATION - JUVENILE INSTITUTION SERVICES

A01-PB-1000-17000-17250

Salaries and Employee Benefits

\$189,000

INCREASE APPROPRIATION

PROBATION - JUVENILE INSTITUTION SERVICES

A01-PB-2000-17000-17250

Services and Supplies

\$883,000

INCREASE APPROPRIATION

PROBATION - JUVENILE INSTITUTION SERVICES

A01-PB-6030-17000-17250

Capital Assets- Equipment

\$140,000

INCREASE APPROPRIATION

Summary Total:

\$3,005,000

Summary Total:

\$3,005,000



CONTRACT

BY AND BETWEEN

THE COUNTY OF LOS ANGELES PROBATION DEPARTMENT

AND

THE LOS ANGELES COUNTY OFFICE OF EDUCATION

(LACOE)

TO PROVIDE COMPREHENSIVE EDUCATIONAL SERVICES

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CONTRACT

BY AND BETWEEN

THE COUNTY OF LOS ANGELES PROBATION DEPARTMENT

AND

THE LOS ANGELES COUNTY OFFICE OF EDUCATION

(LACOE)

TO PROVIDE COMPREHENSIVE EDUCATIONAL SERVICES

This Contract and Exhibits are made and by and between the County of Los Angeles, hereinafter referred to as COUNTY and The Los Angeles County Office of Education, hereinafter referred to as CONTRACTOR. CONTRACTOR is located at 9300 Imperial Highway, Downey, CA 90242.

RECITALS

WHEREAS, the County may contract with other County Departments for services when certain requirements are met; and

WHEREAS, the Contractor is a County Department that is equipped to provide the required services; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

PREAMBLE

For over a decade, the County has collaborated with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the County's contracting partners share the County and community's commitment to provide health and human services that support achievement of the County's vision, goals, values, and adopted outcomes. Key to these efforts is the integration of service delivery systems and the adoption of the Customer Service and Satisfaction Standards.

The County of Los Angeles' Vision is to improve the quality of life in the County by providing responsive, efficient, and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families, business and communities. This philosophy of teamwork and collaboration is anchored in the shared values of:

- | | |
|-------------------|-------------------------|
| ▪ Responsiveness | ▪ Integrity |
| ▪ Professionalism | ▪ Commitment |
| ▪ Accountability | ▪ A Can-Do Attitude |
| ▪ Compassion | ▪ Respect for Diversity |

These shared values are encompassed in the County Mission to enrich lives through effective and caring service and the County Strategic Plan's eight goals: 1) Service Excellence; 2) Workforce Excellence; 3) Organizational Effectiveness; 4) Fiscal Responsibility; 5) Children and Families' Well-Being; 6) Community Services; 7) Health and Mental Health; and 8) Public Safety. Improving the well-being of children and families requires coordination, collaboration, and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies, and community and contracting partners.

The basic conditions that represent the well-being we seek for all children and families in Los Angeles County are delineated in the following five outcomes, adopted by the Board of Supervisors in January 1993.

- Good Health;
- Economic Well-Being;
- Safety and Survival;
- Emotional and Social Well-Being; and
- Education and Workforce Readiness.

Recognizing no single strategy - in isolation - can achieve the County's outcomes of well-being for children and families, consensus has emerged among County and community leaders that making substantial improvements in integrating the County's health and human services system is necessary to significantly move toward achieving these outcomes. The County has also established the following values and goals for guiding this effort to integrate the health and human services delivery system:

- ✓ Families are treated with respect in every encounter they have with the health, educational, and social services systems.
- ✓ Families can easily access a broad range of services to address their needs, build on their strengths, and achieve their goals.
- ✓ There is no "wrong door": wherever a family enters the system is the right place.
- ✓ Families receive services tailored to their unique situations and needs.
- ✓ Service providers and advocates involve families in the process of determining service plans, and proactively provide families with coordinated and comprehensive information, services, and resources.

- ✓ The County service system is flexible, able to respond to service demands for both the Countywide population and specific population groups.
- ✓ The County service system acts to strengthen communities, recognizing that just as individuals live in families, families live in communities.
- ✓ In supporting families and communities, County agencies work seamlessly with public and private service providers, community-based organizations, and other community partners.
- ✓ County agencies and their partners work together seamlessly to demonstrate substantial progress towards making the system more strength-based, family-focused, culturally-competent, accessible, user-friendly, responsive, cohesive, efficient, professional, and accountable.
- ✓ County agencies and their partners focus on administrative and operational enhancements to optimize the sharing of information, resources, and best practices while also protecting the privacy rights of families.
- ✓ County agencies and their partners pursue multi-disciplinary service delivery, a single service plan, staff development opportunities, infrastructure enhancements, customer service and satisfaction evaluation, and revenue maximization.
- ✓ County agencies and their partners create incentives to reinforce the direction toward service integration and a seamless service delivery system.
- ✓ The County human service system embraces a commitment to the disciplined pursuit of results accountability across systems. Specifically, any strategy designed to improve the County human services system for children and families should ultimately be judged by whether it helps achieve the County's five outcomes for children and families: good health, economic well-being, safety and survival, emotional and social well-being, and education and workforce readiness.

The County, its clients, contracting partners, and the community will continue to work together to develop ways to make County services more accessible, customer friendly, better integrated, and outcome-focused. Several departments have identified shared themes in their strategic plans for achieving these goals including: making an effort to become more consumer/client-focused; valuing community partnerships and collaborations; emphasizing values and integrity; and using a strengths-based and multi-disciplinary team approach. County departments are also working to provide the Board of Supervisors and the community with a better understanding of how resources are being utilized, how well services are being provided, and what are the results of the services: is anyone better off?

The County of Los Angeles health and human service departments and their partners are working together to achieve the following *Customer Service And Satisfaction Standards* in support of improving outcomes for children and families.

Personal Service Delivery

The service delivery team – staff and volunteers – will treat customers and each other with courtesy, dignity, and respect.

- Introduce themselves by name
- Listen carefully and patiently to customers
- Be responsive to cultural and linguistic needs
- Explain procedures clearly
- Build on the strengths of families and communities

Service Access

Service providers will work proactively to facilitate customer access to services.

- Provide services as promptly as possible
- Provide clear directions and service information
- Outreach to the community and promote available services
- Involve families in service plan development
- Follow-up to ensure appropriate delivery of services

Service Environment

Service providers will deliver services in a clean, safe, and welcoming environment, which supports the effective delivery of services.

- Ensure a safe environment
- Ensure a professional atmosphere
- Display vision, mission, and values statements
- Provide a clean and comfortable waiting area
- Ensure privacy
- Post complaint and appeals procedures

The basis for all County health and human services contracts is the provision of the highest level of quality services that support improved outcomes for children and families. The County and its contracting partners must work together and share a commitment to achieve a common vision, goals, outcomes, and standards for providing services.

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, Q and R are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

- 1.1 EXHIBIT A - Statement of Work
- 1.2 EXHIBIT B – Schedule of Payments
- 1.3 EXHIBIT C - Intentionally Omitted
- 1.4 EXHIBIT D - Contractor's EEO Certification
- 1.5 EXHIBIT E - County's Administration
- 1.6 EXHIBIT F - Contractor's Administration
- 1.7 EXHIBIT G - Employee's Acknowledgement of Employer
- 1.8 EXHIBIT H - Jury Service Ordinance
- 1.9 EXHIBIT I - Safely Surrendered Baby Law
- 1.10 EXHIBIT J – Contractor's obligations as a "business associate" under the health insurance portability & accountability act of 1996 (HIPAA)
- 1.11 EXHIBIT K – Charitable Contributions Certification
- 1.12 EXHIBIT L - Performance Requirements Summary
- 1.13 EXHIBIT M – Intentionally Omitted
- 1.14 EXHIBIT N - IRS notice 1015
- 1.15 EXHIBIT O –Confidentiality of CORI information
- 1.16 EXHIBIT P – Background Forms
- 1.17 EXHIBIT Q – Sexual Harassment Policy
- 1.18 EXHIBIT R – Defaulted Property Tax Reduction Program/Form

This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to sub-paragraph 8.4 – Change Notices and Amendments and signed by both parties.

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 Contract:** Agreement executed between COUNTY and CONTRACTOR. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Exhibit A.
- 2.2 CONTRACTOR:** The sole proprietor, partnership, or corporation that has entered into a contract with the COUNTY to perform or execute the work covered by the Statement of Work.
- 2.3 CONTRACTOR Project Director:** The individual designated by the CONTRACTOR to administer the Contract operations after the Contract award.
- 2.4 COUNTY Contract Monitor:** Person with the responsibility of monitoring the contract and the CONTRACTOR. Responsible for providing reports to COUNTY Contract Manager and COUNTY Program Manager. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by CONTRACTOR.
- 2.5 COUNTY Contract Manager:** Person designated by COUNTY with authority for COUNTY on contractual or administrative matters relating to this Contract.
- 2.6 COUNTY Program Manager:** Person designated by COUNTY to manage the operations under this Contract.
- 2.7 Day(s):** Calendar day(s) unless otherwise specified.
- 2.8 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

3.0 WORK

- 3.1** Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein.
- 3.2** If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

4.0 TERM OF CONTRACT

- 4.1** The term of this contract shall be from **December 1, 2011 through June 2015**, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

- 4.2 The term of the Contract may also be extended beyond the stated expiration date on a month-to month basis, for a period of time not to exceed six (6) months, upon the written request of the Chief Probation Officer and the written concurrence of CONTRACTOR. All terms, of the contract in effect at the time of expending the term shall remain in effect for the duration of the extension.

5.0 CONTRACT SUM

- 5.1 The contract fee under the terms of this contract shall be the total monetary amount payable by COUNTY to the CONTRACTOR for supplying all services specified under this contract. The total sum, inclusive of all applicable taxes is estimated at \$2,038,000. Notwithstanding said limitation of funds, CONTRACTOR agrees to satisfactorily perform and complete all work specified herein.
- 5.2 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.
- 5.3 The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, the Contractor shall send written notification to Probation Department at the address herein provided in *Exhibit E - County's Administration*.

5.4 No Payment for Services Provided Following Expiration/ Termination of Contract

The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

5.5 Invoices and Payments

- 5.5.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in *Exhibit A - Statement of Work* and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. Such approval shall not be unreasonably withheld. If the County does not approve work in writing no payment shall be due to the Contractor for that work.
- 5.5.2 The Contractor's invoices shall be priced in accordance with *Exhibit B – Schedule of Payments*.
- 5.5.3 The Contractor's invoices shall contain the information set forth in *Exhibit A - Statement of Work* describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.
- 5.5.4 The Contractor shall submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.
- 5.5.5 All invoices under this Contract shall be submitted in two (2) copies to the following address:

Project Director, Probation
County of Los Angeles Probation Department
9150 East Imperial Highway
Downey, CA 90242

- 5.5.6 **County Approval of Invoices.** All invoices submitted by the Contractor for payment must have the written approval of the County's Project Manager prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld

6.0 ADMINISTRATION OF CONTRACT - COUNTY

COUNTY ADMINISTRATION

A listing of all County Administration referenced in the following sub-paragraphs are designated in *Exhibit E - County's Administration*. The County shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 County's Project Director

Responsibilities of the County's Project Director include:

- ensuring that the objectives of this Contract are met; and
- providing direction to the Contractor in the areas relating to County policy, information requirements, and procedural requirements.

6.2 County's Project Manager

The responsibilities of the County's Project Manager include:

- meeting with the Contractor's Project Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.

The County's Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

6.3 County's Contract Project Monitor

The County's Project Monitor is responsible for overseeing the day-to-day administration of this Contract. The Project Monitor reports to the County's Project Manager.

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor's Project Manager

7.1.1 Contractor's Project Director is designated in *Exhibit F - Contractor's Administration*. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Director.

7.1.2 Contractor's Project Director shall be responsible for Contractor's day-to-day activities as related to this Contract and shall coordinate with County's Program Manager and Project Monitor on a regular basis.

7.1.3 The Project Director shall have full authority to act for the CONTRACTOR on all matters relating to the daily operation of this contract

7.1.4 The Project Director shall be available via telephone or in person during normal weekday work hours, 8:00 a.m. to 5:00 p.m., to meet with COUNTY personnel designated by the COUNTY to discuss problem areas.

7.1.5 The Project Director shall have a minimum of two (2) years demonstrated previous experience within the last five (5) years providing the contracted services.

7.1.6 The Project Director and alternate(s) must be able to read, write, speak, and understand English.

7.2 Approval of Contractor's Staff

County has the absolute right to approve or disapprove all of Contractor's staff performing work hereunder and any proposed changes in Contractor's staff, including, but not limited to, Contractor's Project Director.

7.2.1 Other CONTRACTOR Personnel

7.2.1.1 The CONTRACTOR shall be responsible for providing qualified staff to fulfill the contracted services.

7.2.1.2 The CONTRACTOR shall ensure that by the first day of employment, all person working on this contract shall have signed an acknowledgement form regarding confidentiality that meets the standards of the Probation Department for COUNTY employees having access to confidential criminal offender record information (CORI). CONTRACTOR shall retain the original CORI form and forward a copy to COUNTY Program Manager within five (5) business days of start of employment. (Refer to Exhibit O, Confidentiality of CORI).

7.2.2 CONTRACTOR Employee Acceptability

The COUNTY reserves the right to preclude the CONTRACTOR from employment or continued employment of any individual. The CONTRACTOR shall be responsible for removing and replacing any employee within twenty-four (24) hours when requested to do so by the COUNTY Program Manager.

7.3 CONTRACTOR'S Staff Identification

7.3.1 CONTRACTOR shall provide all staff assigned to this Contract with a photo identification badge in accordance with COUNTY specifications. Specifications may change at the discretion of the COUNTY and CONTRACTOR will be provided new specifications as required. The format and content of the badge is subject to the use of the badge. CONTRACTOR staff, while on duty or when entering a COUNTY facility or its grounds, shall prominently display the photo identification badge on the upper part of the body.

7.3.2 CONTRACTOR shall notify the COUNTY within one business day when staff is terminated from working on this Contract. CONTRACTOR is responsible to retrieve and immediately destroy

the staff's COUNTY photo identification badge at the time of removal from the COUNTY Contract.

- 7.3.3 If COUNTY requests the removal of CONTRACTOR'S staff, CONTRACTOR is responsible to retrieve and immediately destroy the CONTRACTOR'S staff's COUNTY photo identification badge at the time of removal from working on the Contract.

7.4 Background and Security Investigations

CONTRACTOR shall be responsible for the ongoing implementation and monitoring of sub-sections 7.4.1 through 7.4.6. On at least a quarterly basis, CONTRACTOR shall report, in writing, monitoring results to COUNTY, indicating compliance or problem areas. Elements of monitoring report shall receive prior written approval from COUNTY.

- 7.4.1 No personnel employed by the CONTRACTOR for this program having access to probation information or records shall have a criminal conviction record or pending criminal trial unless such information has been fully disclosed and employment of the employee for this program is approved (in writing) by the Probation Department.
- 7.4.2 The COUNTY reserves the right to conduct a background investigation of CONTRACTOR'S prospective employees prior to employment and further reserves the right to conduct a background investigation of CONTRACTOR'S employees at any time and to bar such employees from working on the contract under appropriate circumstances.
- 7.4.3 The COUNTY reserves the right to preclude the CONTRACTOR from employment or continued employment of any individual for this contract service.
- 7.4.4 CONTRACTOR and employees of the CONTRACTOR shall be under a continuing obligation to disclose any prior or subsequent criminal conviction record or any pending criminal trial to the Probation Department.
- 7.4.5 The CONTRACTOR shall submit the names of employees to the Program Manager prior to the employee starting work on this contract. The COUNTY will schedule appointments to conduct background investigation/record checks based on fingerprints of CONTRACTOR'S employees, and further reserves the right to conduct a background investigation of CONTRACTOR'S employees at any time. **The CONTRACTOR'S employees shall**

not begin work on this contract before receiving clearance from COUNTY in writing.

- 7.4.6 Because COUNTY is charged by the State for checking the criminal records of CONTRACTOR'S employee, COUNTY will bill CONTRACTOR to recover expense. The current amount is \$32.00 per record check, which is subject to change by the State.

7.5 Confidentiality

The CONTRACTOR shall be responsible for safeguarding all Probation information provided for use by the CONTRACTOR.

- 7.5.1 The CONTRACTOR shall maintain the confidentiality of all records obtained from the COUNTY under this contract in accordance with all applicable federal, State, or local laws, ordinances, regulations, and directives relating to confidentiality.

The CONTRACTOR shall inform all of its officers, employees, agents, and subcontractors providing services hereunder of the confidentiality provisions of this contract. The CONTRACTOR shall cause each employee performing services covered by this contract to sign and adhere to the "Contractor Employee Acknowledgment and Confidentiality Agreement", Exhibit M. The CONTRACTOR shall cause each non-employee performing services covered by this Contract to sign and adhere to the "Contractor Non-Employee Acknowledgment and Confidentiality Agreement", Exhibit N.

7.5.2 Confidentiality of Adult and Juvenile Records

By State law (California Welfare and Institutions Code § 827 and 828, and Penal Code § 1203.05, and 1203.09 and 11140 through 11144) all adult and juvenile records and Probation case information which is in the CONTRACTOR'S care and possession is confidential and no information related to anyone except those authorized employees of the Los Angeles County Probation Department and law enforcement agencies.

- 7.5.2.1 Employees of CONTRACTOR shall be given a form to sign (Refer to Exhibit Q) regarding confidentiality of the information in adult and juvenile records. CONTRACTOR shall retain original CORI forms and forward copies to the COUNTY Program Manager within five (5) business days of start of employment.

- 7.5.2.2 Violations: CONTRACTOR agrees to inform all of its employees, agents, subcontractors, and partners of the above provision and that any person knowingly and intentionally violating the provisions of said State law is guilty of a misdemeanor.

7.6 Nepotism

CONTRACTOR shall not hire nor permit the hiring of any person in a position funded under this contract if a member of the person's immediate family is employed in an administrative capacity by the CONTRACTOR.

For the purposes of this section, the term "immediate family" means spouse, child, mother, father, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, step-parent, and step-child.

The term "administrative capacity" means persons who have overall administrative responsibility for a program including selection, hiring, or supervisory responsibilities.

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS

- 8.1.1 For any change which affects the scope of work, term, contract sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the CONTRACTOR and by the Chief Probation Officer or his/her designee.
- 8.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The COUNTY reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the CONTRACTOR and by the Chief Probation Officer or his/her designee.
- 8.1.3 The Chief Probation Officer or his/her designee, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Contract. The CONTRACTOR agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract

shall be prepared and executed by the CONTRACTOR and by the Chief Probation Officer or his/her designee.

8.2 ASSIGNMENT AND DELEGATION

- 8.2.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.
- 8.2.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.
- 8.2.3 If any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 AUTHORIZATION WARRANTY

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.4 BUDGET REDUCTIONS

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

8.5 COMPLAINTS

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

8.5.1 Within 15 business days after Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.

8.5.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.

8.5.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days for County approval.

8.5.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.

8.5.5 The Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.

8.5.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

8.5.7 Copies of all written responses shall be sent to the County's Project Manager within three (3) business days of mailing to the complainant.

8.6 COMPLIANCE WITH APPLICABLE LAW

8.6.1 The Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

8.6.2 The Contractor shall indemnify and hold harmless the County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Contractor or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with *Exhibit D - Contractor's EEO Certification*.

8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.8.1 Jury Service Program:

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as *Exhibit H* and incorporated by reference into and made a part of this Contract.

8.8.2 Written Employee Jury Service Policy.

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of

the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the

Contractor continues to qualify for an exception to the Program.

4. Contractor's violation of this sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 CONFLICT OF INTEREST

- 8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.
- 8.9.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this sub-paragraph shall be a material breach of this Contract.

8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

8.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

- 8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.
- 8.11.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.12.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

8.12.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

8.12.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act

or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

8.12.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered

after debarment was imposed; or (4) any other reason that is in the best interests of the County.

5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
5. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

8.14 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

- 8.14.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.
- 8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract.

8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

- 8.16.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

- 8.16.2 If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the Contractor by cash payment upon demand.

8.17 EMPLOYMENT ELIGIBILITY VERIFICATION

- 8.17.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.
- 8.17.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.18 FACSIMILE REPRESENTATIONS

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to sub-paragraph 8.4, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.19 FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, court costs, and attorneys' fees arising under any wage and hour law, including, but not

limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

8.20 FORCE MAJEURE

- 8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this *Contract*, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").
- 8.20.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.
- 8.20.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.21 GOVERNING LAW, JURISDICTION, AND VENUE

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.22 INDEPENDENT CONTRACTOR STATUS

- 8.22.1 This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture,

or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

- 8.22.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.
- 8.22.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.
- 8.22.4 The Contractor shall adhere to the provisions stated in subparagraph 7.5 - Confidentiality.

8.23 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Contract.

8.24 GENERAL INSURANCE REQUIREMENTS

Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.24.1 Evidence of Insurance: Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.

Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.

Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.

Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

Hector Estrada, Contract Analyst
County of Los Angeles Probation Department
Contracts & Grants Management Division
9150 East Imperial Highway, Rm. D-29
Downey, CA. 90242

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.24.2 Additional Insured Status and Scope of Coverage:

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.24.3 Cancellation of Insurance: Except in the case of cancellation for non-payment of premium, Contractor's insurance policies shall provide, and Certificates shall specify, that County shall receive not less than thirty (30) days advance written notice by mail of any cancellation of the Required Insurance. Ten (10) days prior notice may be given to County in event of cancellation for non-payment of premium.

8.24.4 Failure to Maintain Insurance: Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach.

8.24.5 Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII unless otherwise approved by the County.

8.24.6 Contractor's Insurance Shall Be Primary: Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall not contribute to any Contractor coverage

8.24.7 Waivers of Subrogation: To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to affect such waiver.

8.24.8 Sub-Contractor Insurance Coverage Requirements :

Contractor shall include all Sub-Contractors as insured under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

8.24.9 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.24.10 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

8.24.11 Application of Excess Liability Coverage: Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

8.24.12 Separation of Insureds: All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO

(Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

8.24.13 Alternative Risk Financing Programs: The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

8.24.14 County Review and Approval of Insurance Requirements: The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures

8.25 INSURANCE COVERAGE REQUIREMENTS

8.25.1 Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

8.25.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.25.3 Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage

equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.25.4 Professional Liability/Errors and Omissions: Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

8.26 INTENTIONALLY OMITTED

8.27 MOST FAVORED PUBLIC ENTITY

If the CONTRACTOR'S prices decline, or should the CONTRACTOR at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any COUNTY, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the COUNTY.

8.28 NONDISCRIMINATION AND AFFIRMATIVE ACTION

8.28.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

8.28.2 The Contractor shall certify to, and comply with, the provisions of *Exhibit D - Contractor's EEO Certification*.

8.28.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such

action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 8.28.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 8.28 when so requested by the County.
- 8.28.7 If the County finds that any provisions of this sub-paragraph 8.28 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

8.29 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Contract shall not restrict Probation Department from acquiring similar, equal or like goods and/or services from other entities or sources.

8.30 NOTICE OF DELAYS

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.31 NOTICE OF DISPUTES

The Contractor shall bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the Chief Probation Officer or designee shall resolve it.

8.32 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.33 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in *Exhibit I* of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

8.34 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits E – County's Administration and F – Contractor's Administration. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Chief Probation Officer shall have the authority to

issue all notices or demands required or permitted by the County under this Contract.

8.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.36 PUBLIC RECORDS ACT

8.36.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to sub-paragraph 8.38 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.36.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.37 PUBLICITY

8.37.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from

publishing its role under this Contract within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County shall not unreasonably withhold written consent.

8.37.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles provided that the requirements of this sub-paragraph 8.37 should apply.

8.38 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.38.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by

applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.38.2 Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph 8.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.39 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

8.40 SUBCONTRACTING

8.40.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

8.40.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:

- A description of the work to be performed by the Subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

- 8.40.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.
- 8.40.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.40.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this County right.
- 8.40.6 The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.
- 8.40.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.40.8 The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor. The Contractor shall ensure delivery of all such documents to:

Hector Estrada, Contract Analyst
COUNTY of Los Angeles Probation Department
Contracts & Grants Management Division
9150 East Imperial Highway, Rm. D-29
Downey, CA. 90242

before any Subcontractor employee may perform any work hereunder.

8.41 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in sub-paragraph 8.14 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to sub-paragraph 8.43 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.42 TERMINATION FOR CONVENIENCE

8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with sub-paragraph 8.38, Record Retention & Inspection/Audit Settlement.

8.43 TERMINATION FOR DEFAULT

8.43.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:

- Contractor has materially breached this Contract; or

- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.43.2 In the event that the County terminates this Contract in whole or in part as provided in sub-paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.

8.43.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in sub-paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this sub-paragraph 8.43.3, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.

8.43.4 If, after the County has given notice of termination under the provisions of this sub-paragraph 8.43, it is determined by the

County that the Contractor was not in default under the provisions of this sub-paragraph 8.43, or that the default was excusable under the provisions of sub-paragraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to sub-paragraph 8.42 - Termination for Convenience.

- 8.43.5 The rights and remedies of the County provided in this sub-paragraph 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 TERMINATION FOR IMPROPER CONSIDERATION

- 8.44.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.
- 8.44.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 8.44.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

8.45 TERMINATION FOR INSOLVENCY

- 8.45.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:
- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal

Bankruptcy Code;

- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of the County provided in this subparagraph 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

8.47 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.48 VALIDITY

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

8.49 WAIVER

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of

the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this sub-paragraph 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.50 WARRANTY AGAINST CONTINGENT FEES

- 8.50.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.
- 8.50.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8.51 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

CONTRACTOR acknowledges that COUNTY has established a goal of ensuring that all individuals and businesses that benefit financially from COUNTY through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon COUNTY and its taxpayers.

Unless CONTRACTOR qualifies for an exemption or exclusion, CONTRACTOR warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206 (*Exhibit R*).

8.52 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of CONTRACTOR to maintain compliance with the requirements set forth in Sub-paragraph 8.51 - Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program shall constitute default under this contract. Without limiting the rights and remedies available to COUNTY under any other provision of this contract, failure of CONTRACTOR to cure such default within 10 days of notice shall be grounds upon which COUNTY may terminate this contractor and/or pursue

debarment of CONTRACTOR, pursuant to County Code Chapter 2.206 (*Exhibit R*).

9.0 UNIQUE TERMS AND CONDITIONS

9.1 INTENTIONALLY OMITTED

9.2 CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT OF 1996 (HIPAA)

The County is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Under this Contract, the Contractor provides services to the County and the Contractor receives, has access to, and/or creates Protected Health Information as defined in *Exhibit N* in order to provide those services. The County and the Contractor therefore agree to the terms of *Exhibit L, Contractor's Obligations As a "Business Associate" Under Health Insurance Portability & Accountability Act of 1996 (HIPAA)*.

9.3 INTENTIONALLY OMITTED

9.4 INTENTIONALLY OMITTED

9.5 PATENT, COPYRIGHT & TRADE SECRET INDEMNIFICATION

9.5.1 The Contractor shall indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the Contractor's work under this Contract. County shall inform the Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support the Contractor's defense and settlement thereof.

9.5.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, the Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, shall either:

- Procure for County all rights to continued use of the questioned equipment, part, or software product; or
- Replace the questioned equipment, part, or software product with a non-questioned item; or
- Modify the questioned equipment, part, or software so that it is free of claims.

9.5.3 The Contractor shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by the Contractor, in a manner for which the questioned product was not designed nor intended.

9.6 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring CONTRACTORS to complete the *Charitable Contributions Certification - Exhibit K*, the COUNTY seeks to ensure that all COUNTY CONTRACTORS which receive or raise charitable contributions comply with California law in order to protect the COUNTY and its taxpayers. A CONTRACTOR which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

9.7 THIS SECTION IS INTENTIONALLY OMITTED

9.8 SEXUAL HARASSMENT/DISCRIMINATION/RETALIATION TRAINING

9.8.1 CONTRACTOR shall provide training to their employees on sexual harassment, discrimination, and retaliation. This training shall be comparable to that provided by the County of Los Angeles Probation Department to its own staff based upon County Code Section 5.09. (*Exhibit Q*)

CONTRACTOR shall provide County of Los Angeles Probation Department with a Certified Document (*Sexual Harassment/Discrimination/Retaliation Prohibited Form, Exhibit Q1*) noting that each individual employee has received the requisite training and has acknowledged in writing that he/she received the training and is familiar with the policies and reporting procedures. Such confirmation documentation will be required from the

CONTRACTOR before the CONTRACTOR may place an employee at the County of Los Angeles Probation Department.

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IN WITNESS WHEREOF, the parties by their duly authorized signatures, have caused this contract to become effective on the day, month, and year first above written.

COUNTY OF LOS ANGELES
PROBATION DEPARTMENT

BY _____
CALVIN C. REMINGTON
ACTING CHIEF PROBATION OFFICER

Date

NAME OF CONTRACTOR

By _____

Name (Typed or Printed)

Title

Date

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN
COUNTY COUNSEL

By _____
Gordon W. Trask
Principal Deputy County Counsel

EXHIBIT A

STATEMENT OF WORK

DRAFT

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EXHIBIT A

STATEMENT OF WORK (SOW)

1.0 SCOPE OF WORK

- 1.1 CONTRACTOR shall provide COUNTY with access to the Epic System to obtain information such as custom reports and data at all juvenile probation camps and halls.
- 1.2 CONTRACTOR shall provide academic counselors who will review student transcripts to identify education gaps and available classes before and/or after school hours in order to allow students to earn additional credits.
- 1.3 CONTRACTOR shall provide subscription licensing software that will allow the COUNTY to access Math, English/Language Arts and Science assessments.
- 1.4 CONTRACTOR shall provide technology support to increase bandwidth for the EPIC System.
- 1.5 CONTRACTOR shall provide additional staff that will assist students with remedial instruction via supplemental educational material.
- 1.6 CONTRACTOR shall implement a remedial instructional math program and provide instructional materials at juvenile halls and camps
- 1.7 CONTRACTOR shall implement a Career Technical Education (CTE) program at up to four (4) juvenile probation camps as designated by County: The CTE program shall consist of:
 - 1.7.1 CTE Curriculum. For each camp, CONTRACTOR shall implement a CTE program that includes a Building Skills Curriculum (BSC) and Module Construction Trade Areas (CTAs):
 - 1.7.2 CONTRACTOR shall implement other BSC as mutually determined by CONTRACTOR and COUNTY via written amendment.
 - 1.7.3 CONTRACTOR shall provide COUNTY with a detailed list of the CTE curriculum prior to program implementation. COUNTY shall approve CTE curriculum prior to program implementation.

- 1.7.3 CTE Materials. CONTRACTOR shall provide COUNTY all necessary materials, hand tools, professional portable tools and professional machinery as required to implement the CTE program. CONTRACTOR shall provide COUNTY a complete list of CTE materials prior to program implementation. COUNTY shall approve list prior to program implementation.
- 1.7.4 CTE Training. The CONTRACTOR shall provide a three-day training in the Building Skills Curriculum for designated COUNTY staff. The CTE training locations shall be approved by COUNTY.
- 1.7.5 CTE classroom/lab equipment. For each camp, CONTRACTOR shall provide COUNTY all the necessary classroom/lab equipment as required to implement the CTE program. CONTRACTOR shall provide COUNTY a complete list of equipment prior to program implementation.
- 1.7.6 **CTE classroom/lab furniture.** For each camp, CONTRACTOR shall provide COUNTY all the necessary work stations and program furniture as required to implement the CTE program. CONTRACTOR shall provide COUNTY a complete list of furniture prior to implementation.
- 1.8 CONTRACTOR shall provide additional CTE course instruction including materials and professional development for pilot projects as designated by the COUNTY.

2.0 SPECIFIC TASKS/PROJECT DELIVERABLE SCHEDULE

2.1 Program/System Implementation

DELIVERABLE NUMBER	DELIVERABLE DESCRIPTION	DELIVERABLE TARGET DATE*
1.1	Student Information System (EPIC)	TBD
1.2	Credit Recovery Program	TBD
1.3	Performance Assessment Series	TBD
1.4	Technology Support	TBD
1.5	Remedial Reading Skills Program	TBD
1.6	Remedial Math Skills Program	TBD
1.8	additional CTE courses	TBD
* To be determined (TBD) mutually by CONTRACTOR and COUNTY		

2.2 Proposed Camp 1 CTE Program Implementation Deliverable Schedule

DELIVERABLE NUMBER	DELIVERABLE DESCRIPTION	DELIVERABLE TARGET DATE*
1.7.3	CTE Materials	TBD
1.7.4	CTE Training.	TBD
1.7.5	CTE classroom/lab equipment	TBD
1.7.6	CTE classroom/lab furniture	TBD
* To be determined (TBD) mutually by CONTRACTOR and COUNTY		

2.3 Proposed Camp 2 CTE Program Implementation Deliverable Schedule

DELIVERABLE NUMBER	DELIVERABLE DESCRIPTION	DELIVERABLE TARGET DATE*
1.7.3	CTE Materials	TBD
1.7.4	CTE Training.	TBD
1.7.5	CTE classroom/lab equipment	TBD
1.7.6	CTE classroom/lab furniture	TBD
*To be determined (TBD) mutually by CONTRACTOR and COUNTY		

2.4 Proposed Camp 3 CTE Program Implementation Deliverable Schedule

DELIVERABLE NUMBER	DELIVERABLE DESCRIPTION	DELIVERABLE TARGET DATE*
1.7.3	CTE Materials	TBD
1.7.4	CTE Training.	TBD
1.7.5	CTE classroom/lab equipment	TBD
1.7.6	CTE classroom/lab furniture	TBD
* To be determined (TBD) mutually by CONTRACTOR and COUNTY		

2.5 Proposed Camp 4 CTE Program Implementation Deliverable Schedule

DELIVERABLE NUMBER	DELIVERABLE DESCRIPTION	DELIVERABLE TARGET DATE*
1.7.3	CTE Materials	TBD
1.7.4	CTE Training.	TBD

DELIVERABLE NUMBER	DELIVERABLE DESCRIPTION	DELIVERABLE TARGET DATE*
1.7.5	CTE classroom/lab equipment	TBD
1.7.6	CTE classroom/lab furniture	TBD
* To be determined (TBD) mutually by CONTRACTOR and COUNTY		

- 2.6 CONTRACTOR shall deliver CTE program curricula, materials, classroom/lab equipment and furniture for the 4 Probation camps as listed in Sections 1.7.3-1.7.6.
- 2.7 CONTRACTOR and COUNTY shall record the detailed inventory of CTA curricula, materials, work stations and program furniture at the 4 Probation camps as listed in Sections 1.7.3-1.7.6.
- 2.8 CTE Program implementation is defined when all of the components of the program are assembled and inventoried at the specific camp location.
- 2.9 Addition / Deletion of Facilities
The COUNTY reserves the right to add or delete facilities as necessary to meet operational needs.

3.0 QUALITY CONTROL

The CONTRACTOR shall establish and maintain a Quality Control Plan to assure that the requirements of the contract are met. An updated copy must be provided to the COUNTY Program Manager within two (2) weeks of the contract start date and as changes occur. The original plan and any future amendments are subject to COUNTY review and approval and shall include, but not be limited to, the following:

- 3.1 An inspection system covering all the services listed in *Appendix C, Technical Exhibit 1 – Performance Requirements Summary Chart*. It must specify the activities to be inspected on either a scheduled or unscheduled basis, how often inspections will be accomplished, and the title of the individual(s) who will perform the inspection.
- 3.2 The methods for identifying and preventing deficiencies in the quality of service performed before the level of performance becomes unacceptable.
- 3.3 A file of all inspections conducted by the CONTRACTOR(s) and, if necessary, the corrective action taken. This documentation shall be made available as requested by COUNTY during the term of the contract as set forth in the *Contract, Sub-paragraph 8.38 - Record Retention and Inspection/Audit Settlement*.

- 3.4 The methods for ensuring uninterrupted service to Probation Department in the event of a strike of the COUNTY'S or the CONTRACTOR'S employees or any other unusual occurrence (i.e., power loss or natural disaster) which would result in the CONTRACTOR(s) being unable to perform the contracted work.
- 3.5 The methods for assuring that confidentiality of adult and juvenile records are maintained while in the care of CONTRACTOR'S employees.
- 3.6 The methods for maintaining security of records, and the methods for preventing the loss or destruction of data.

4.0 QUALITY ASSURANCE PLAN

The COUNTY or its agent will evaluate the CONTRACTOR'S performance under this contract on a periodic basis. Such evaluation will include assessing CONTRACTOR'S compliance with all terms in the Contract and performance standards. CONTRACTOR'S deficiencies which the COUNTY determines are severe or continuing and that may place performance of the contract in jeopardy if not corrected will be reported to the County's Board of Supervisors. The report will include improvement/corrective action measures taken by the COUNTY and CONTRACTOR. If improvement does not occur consistent with the corrective action measures, the COUNTY may terminate this contract.

The COUNTY will evaluate the CONTRACTOR'S performance under this contract using the quality assurance procedures specified in *Appendix C, Technical Exhibit 1 - Performance Requirements Summary Chart*, or other such procedures as may be necessary to ascertain CONTRACTOR compliance with this contract.

4.1 Performance Evaluation Meetings

The COUNTY'S Program Manager may meet weekly with the CONTRACTOR'S Project Director during the first three (3) months of the contract if COUNTY Program Manager finds it necessary. However, a meeting will be held whenever a Contract Discrepancy Report (CDR) is issued. A mutual effort will be made to resolve all problems identified.

- 4.2 After the first three (3) months of operation, regular performance evaluation meetings shall be held monthly in accordance with a mutually agreed upon schedule, or as required by COUNTY.

5.0 DEFINITIONS

- 5.1 Acceptable Quality Level (AQL) - A measure to express the leeway or variance from a standard before Probation Department can apply damages as specified in *Appendix C, Technical Exhibit 1*. An AQL does not imply that the CONTRACTOR may knowingly perform in a defective way. It implies that Probation Department recognizes that defective performance sometimes happens unintentionally. It is required that the CONTRACTOR(s) correct all defects whenever possible. A variance from the AQL can result in a credit to Probation Department against the monthly charge for the CONTRACTOR'S service.
- 5.2 Adult/Juvenile Records - Personal and social history, including criminal information of adult and juvenile offenders. The records include legal documents and other information, which are confidential. The information is not to be discussed with, or disclosed to, unauthorized persons as defined by the Probation Department.
- 5.3 Contract Discrepancy Report (CDR) - A report prepared by the Quality Assurance Evaluator to inform the CONTRACTOR of faulty service. The CDR requires a response from the CONTRACTOR(s) explaining the problem and outlining the remedial action being taken to resolve the problem within five (5) business days after receipt of CDR.
- 5.4 COUNTY Contract Manager - Person designated by COUNTY with authority for COUNTY on contractual or administrative matters relating to this Contract.
- 5.5 COUNTY Contract Monitor - Person with responsibility to monitor the contract. Responsibility for providing reports to COUNTY Contract Manager and COUNTY Program Manager.
- 5.6 Contract Start Date - The date the CONTRACTOR begins work (start of the basic contract period) in accordance with the terms of the contract.
- 5.7 COUNTY Program Manager - Person designated by COUNTY to manage the operations under this contract.
- 5.8 CONTRACTOR Project Director - The individual designated by the CONTRACTOR to administer the Contract operations after the Contract award.
- 5.9 Enforcement - The COUNTY Contract Manager shall be responsible for the enforcement of this contract on behalf of the COUNTY and shall be assisted by those officers and employees of the COUNTY having duties in connection with the administration thereof. In the event the COUNTY commences legal proceedings for the enforcement of this contract of

recovery of the premises used herein, the CONTRACTOR agrees to pay any sum, which may be awarded to the COUNTY and by the Court for attorney's fees and costs incurred in the action brought.

5.10 INTENTIONALLY OMITTED

5.11 Performance Requirements Summary (PRS) - The statement that identifies the key performance indicators of the contract which will be evaluated by the COUNTY to ensure contract performance standards are met by the CONTRACTOR(s). *(Refer to Appendix C, Technical Exhibit 1)*

5.12 Quality Assurance Plan (Surveillance Plan) - The plan developed by Probation Department, specifically to monitor contract compliance with the elements listed in the Performance Requirements Summary (PRS).

5.13 Quality Control Plan - All necessary measures taken by the CONTRACTOR(s) to assure that the quality of service will meet the contract requirements regarding security, accuracy, timeliness, appearance, completeness, consistency and conformity to the requirements set forth in the Performance Work Statement.

5.14 Random Sample - A sampling method where each item in a lot has an equal chance of being selected.

5.15 User Complaint Report (UCR) - A report prepared by Probation personnel in order to inform the Quality Assurance Evaluator of incidents involving faulty performance by the CONTRACTOR.

5.16 Workday - Workdays are Sunday through Saturday.

6.0 RESPONSIBILITIES

The COUNTY'S and the CONTRACTOR'S responsibilities are as follows:

COUNTY

6.1 Personnel

The COUNTY will administer the Contract according to the Contract, Paragraph 6.0, Administration of Contract – COUNTY. Specific duties will include:

6.1.1 Monitoring the CONTRACTOR'S performance in the daily operation of this Contract.

- 6.1.2 Providing direction to the CONTRACTOR in areas relating to policy, information and procedural requirements.
- 6.1.3 Preparing Change Notices in accordance with the Contract, Paragraph 8.0, Standard Terms and Conditions, Sub-paragraph 8.1 Amendments.

6.2 Furnished Items

COUNTY shall provide CONTRACTOR with no real property and/or equipment necessary to perform the services required by the Statement of Work. COUNTY shall be responsible for the repair and/or replacement of original equipment provided by Contractor.

CONTRACTOR

6.3 Project Director

- 6.3.1 The CONTRACTOR shall provide its own full time officer or employee as Project Director. The Project Director or an approved alternate shall be available for telephone contact between 8:00 a.m. and 5:00 p.m., PST, Monday through Friday, excluding COUNTY holidays. The Project Director shall provide overall management and coordination of this contract and shall act as the central point of contact with the Probation Department.
- 6.3.2 When contract work is being performed at times other than described above, or when the Project Director cannot be present, and with prior approval of the Program Manager, an equally responsible individual shall be designated to act for the Project Director.
- 6.3.3 The Project Director shall have a minimum of two (2) years demonstrated previous experience within the last five (5) years providing the educational services. The resume must include specific dates that demonstrate experience.
- 6.3.4 The Project Director shall have full authority to act for the CONTRACTOR on all matters relating to the daily operation of this contract.

- 6.3.5 The Project Director and alternate(s) shall be able to read, write, speak, and understand English.
- 6.3.6 The Project Director shall be available during normal weekday work hours, 8:00 a.m. to 5:00 p.m., to meet with COUNTY personnel designated by the COUNTY to discuss problem areas.
- 6.3.7 COUNTY shall have the right of review and approval of the Project Director. In accordance with Item C.10 of the June 27, 2008 Memorandum of Understanding for the Implementation of the Education Program at Los Angeles County Juvenile Halls and Camps, CONTRACTOR and COUNTY shall have the right of removal of the Project Director and any replacement recommended by the CONTRACTOR.

6.4 Other Contractor Personnel

- 6.4.2 The CONTRACTOR shall ensure that by the first day of employment, all persons with access to juvenile and/or adult records and arrest information, and Probation Department case information have signed an acknowledgment form regarding confidentiality that meets the standards of the Probation Department for COUNTY employees having access to confidential Criminal Offender Record Information (CORI). CONTRACTOR shall retain original CORI form and forward a copy to COUNTY Program Manager within five (5) business days of start of employment. *(Refer to Appendix C - Technical Exhibit 3)*
- 6.4.3 All personnel must be able to read, write, spell, speak, and understand English.
- 6.4.6 Employee Criminal Records, Notice and County Approval

The CONTRACTOR shall be responsible for ongoing implementation and monitoring of sub-sections 6.4.6.1 through 6.4.6.7. On at least a quarterly basis, CONTRACTOR shall report in writing, monitoring results to COUNTY, indicating compliance or problem areas. Elements of monitoring report shall receive prior written approval from COUNTY.

- 6.4.6.1 No personnel employed by CONTRACTOR or Subcontractor for this program, having access to Probation information or records shall have a criminal conviction record or pending criminal trial unless such information has been fully disclosed and employment of

the employee for this program is approved (in writing) by the Probation Department.

- 6.4.6.2 COUNTY reserves the right to conduct a background investigation of CONTRACTOR'S prospective employees prior to employment or assignment to contract duties and further reserves the right to conduct a background investigation of CONTRACTOR'S employees at any time and to bar such employees from working on the contract under appropriate circumstances.
- 6.4.6.3 COUNTY reserves the right to preclude the CONTRACTOR from employment or continued employment of any individual for this contract service.
- 6.4.6.4 No personnel employed by the CONTRACTOR for this project shall be on active probation or parole currently or within the last three (3) years.
- 6.4.6.5 CONTRACTOR and employees of the CONTRACTOR shall be under a continuing obligation to disclose any prior or subsequent criminal conviction record or any pending criminal trial to the Probation Department.

6.5 Contractor Furnished Items

CONTRACTOR shall provide all personnel, initial equipment, and consumable supplies necessary to perform all services required by the Statement of Work.

6.6 Contractor's Office

CONTRACTOR shall maintain an office with a telephone in the company's name where CONTRACTOR conducts business. The office shall be staffed during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, Pacific Time, by at least one employee who can respond to inquiries and complaints, which may be received about the CONTRACTOR'S performance of the Contract. When the office is closed, an answering service shall be provided to receive calls.

7.0 HOURS/DAYS OF WORK

The CONTRACTOR is not required to provide services on COUNTY and CONTRACTOR recognized holidays. COUNTY will provide a list of the COUNTY holidays to the CONTRACTOR at the time the Contract is approved, and annually, at the beginning of the calendar year, upon request by the CONTRACTOR. CONTRACTOR will provide a list of the CONTRACTOR holidays to the COUNTY at the time the Contract is approved, and annually, at the beginning of the calendar year, upon request by the COUNTY.

8.0 UNSCHEDULED WORK

CONTRACTOR agrees that any work performed outside the scope of "Statement of Work" of this document, without the prior written approval of the COUNTY in accordance with the *Contract, Section 8.1 – Amendments*, shall be deemed to be a gratuitous effort on the part of the CONTRACTOR, and the CONTRACTOR shall have no claim therefore against the COUNTY.

9.0 PERFORMANCE REQUIREMENTS SUMMARY

- 9.1 All listings of services used in the Performance Requirements Summary (PRS) are intended to be completely consistent with the Contract and the Statement of Work (SOW), and are not meant in any case to create, extend, revise, or expand any obligation of CONTRACTOR beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on CONTRACTOR.
- 9.2 A standard level of performance will be required of CONTRACTOR in the areas of employment services. *Appendix C, Technical Exhibit 1* summarizes the required services, performance standards, maximum allowable deviation from the standards, methods of surveillance to be used by the COUNTY. COUNTY will evaluate the CONTRACTOR'S performance under this contract using the quality assurance procedures specified in *Appendix C, Technical Exhibit 1*, or other such procedures as may be necessary to ascertain CONTRACTOR compliance with this contract.
- 9.3 When the CONTRACTOR'S performance does not conform to the requirements of this Contract, the COUNTY will have the option to apply the following non-performance remedies:
 - 9.3.1 Require CONTRACTOR to implement a formal corrective action plan, subject to approval by the COUNTY. In the plan, the

CONTRACTOR must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.

- 9.3.2 Reduce payment to CONTRACTOR by a computed amount based on the assessment fee(s) in the PRS.
- 9.3.3 Reduce, suspend or cancel this Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.

DRAFT

SCHEDULE OF PAYMENTS

Program/System Implementation Schedule of Payments

DELIVERABLE NUMBER	DELIVERABLE DESCRIPTION	FIXED PRICE MAXIMUM	KEY DELIVERABLE SUBTOTAL
1.1	Student Information System (EPIC)	123,000	123,000
1.2	Credit Recovery Program	100,000	100,000
1.3	Performance Assessment Series	140,000	140,000
1.4	Technology Support	14,000	14,000
1.5	Remedial Reading Skills Program	75,000	75,000
1.6	Remedial Math Skills Program	75,000	75,000
1.8	Additional CTE courses	229,000	229,000
KEY	Total Program/System Implementation	\$756,000	\$756,000

Program/System annual support/maintenance costs

DELIVERABLE NUMBER	DELIVERABLE DESCRIPTION	ANNUAL SUPPORT/MAINTENANCE COST
1.1	Student Information System (EPIC)	\$25,000
1.2	Credit Recovery Program	\$50,000
1.3	Performance Assessment Series	\$70,000
1.4	Technology Support	\$14,000
1.8	Additional CTE courses	\$159,000
KEY	Total Program/System Implementation	\$318,000*

* These costs are included in the Total Program/System Implementation costs listed above

Camp 1 CTE Program Schedule of Payments

DELIVERABLE NUMBER	DELIVERABLE DESCRIPTION	FIXED PRICE MAXIMUM	KEY DELIVERABLE SUBTOTAL
1.1.7	CTE Materials	0.00	
1.1.8	CTE Training.	0.00	
1.1.9	CTE classroom/lab equipment	0.00	
1.1.10	CTE classroom/lab furniture	0.00	
KEY	Total Camp 1 CTE Program Implementation	\$115,000	\$115,000

Camp 2 CTE Program Schedule of Payments

DELIVERABLE NUMBER	DELIVERABLE DESCRIPTION	FIXED PRICE MAXIMUM	KEY DELIVERABLE SUBTOTAL
1.1.7	CTE Materials	0.00	
1.1.8	CTE Training.	0.00	
1.1.9	CTE classroom/lab equipment	0.00	
1.1.10	CTE classroom/lab furniture	0.00	
KEY	Total Camp 2 CTE Program Implementation	\$115,000	\$115,000

Camp 3 CTE Program Schedule of Payments

DELIVERABLE NUMBER	DELIVERABLE DESCRIPTION	FIXED PRICE MAXIMUM	KEY DELIVERABLE SUBTOTAL
1.1.7	CTE Materials	0.00	
1.1.8	CTE Training.	0.00	
1.1.9	CTE classroom/lab equipment	0.00	
1.1.10	CTE classroom/lab furniture	0.00	
KEY	Total Camp 3 CTE Program Implementation	\$115,000	\$115,000

Camp 4 CTE Program Schedule of Payments

DELIVERABLE NUMBER	DELIVERABLE DESCRIPTION	FIXED PRICE MAXIMUM	KEY DELIVERABLE SUBTOTAL
1.1.4	CTE Materials	0.00	
1.1.5	CTE Training.	0.00	
1.1.6	CTE classroom/lab equipment	0.00	
1.1.7	CTE classroom/lab furniture	0.00	
KEY	Total Camp 4 CTE Program Implementation	\$115,000	\$115,000

Intentionally Omitted

DRAFT

CONTRACTOR'S EEO CERTIFICATION

Contractor Name _____

Address _____

Internal Revenue Service Employer Identification Number _____

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

- | | | |
|--|------------------------------|-----------------------------|
| 1. The Contractor has a written policy statement prohibiting discrimination in all phases of employment. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. The Contractor periodically conducts a self analysis or utilization analysis of its work force. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. The Contractor has a system for determining if its employment practices are discriminatory against protected groups. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4. Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

Authorized Official's Printed Name and Title _____

Authorized Official's Signature _____

Date _____

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY'S CONTRACT MANAGER:

Name: Tasha Howard
Title: Director, Contracts & Grants Management Division
Address: 9150 East Imperial Highway, Room B-82
Downey, CA 90242
Telephone: 562-940-2728
Facsimile: 562-658-2307
E-Mail Address: LaTasha.Howard@probation.lacounty.gov

COUNTY'S PROGRAM MANAGER:

Name: _____
Title: Program Manager
Address: 9150 East Imperial Highway
Downey, CA 90242
Telephone: 562-940-2533
Facsimile: _____
E-Mail Address: Mark.Garcia@probation.lacounty.gov

COUNTY'S CONTRACT ANALYST:

Name: Hector Estrada
Title: Program Analyst
Address: 9150 East Imperial Highway, Room D-29
Downey, CA 90242
Telephone: 562-940-2857
Facsimile: 562-940-3397
E-Mail Address: Hector.Estrada@probation.lacounty.gov

COUNTY'S CONTRACT MONITOR:

Name: Sandra Torres
Title: Supervising Program Analyst, Contract Monitoring Unit
Address: 7639 South Painter Avenue
Whittier, CA 90602
Telephone: 562-907-3004
Facsimile: 562-464-2831
E-Mail Address: Sandra.Torres@probation.lacounty.gov

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: **THE LOS ANGELES COUNTY OFFICE OF EDUCATION**
CONTRACT NO: _____

CONTRACTOR'S PROJECT MANAGER:

Name: **Bruce Petersen**
Title: **Regional Director**
Address: **9300 East Imperial Highway**
Los Angeles, CA 90242
Telephone: **(562) 803-8205**
E-Mail Address: **petersen_bruce@lacoed.edu**

CONTRACTOR'S AUTHORIZED OFFICIAL

Name: **Ferris Trimble**
Title: **Director**
Address: **Division of Business Operations**
9300 E. Imperial Highway
Los Angeles, CA 90242

Notices to Contractor shall be sent to the following:

Name: **Bruce Petersen**
Title: **Regional Director**
Address: **9300 East Imperial Highway**
Los Angeles, CA 90242
E-Mail Address: **petersen_bruce@lacoed.edu**

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**EMPLOYEE'S ACKNOWLEDGEMENT OF EMPLOYER**

I understand that _____ is my sole employer for purposes of this employment.

I rely exclusively upon _____ for payment of salary and any and all other benefits payable to me on my behalf during the period of this employment.

I understand and agree that I am not an employee of Los Angeles County for any purpose and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles during the period of this employment.

I understand and agree that I do not have and will not acquire any rights or benefits pursuant to any agreement between my employer _____ and the County of Los Angeles.

ACKNOWLEDGED AND RECEIVED:

SIGNATURE: _____

DATE: _____

NAME (Print): _____

Original must be signed by each employee by first day of employment and must be retained by CONTRACTOR(S).

Copy must be forwarded by CONTRACTOR(S) to County Worker's Compensation Division with the Los Angeles County Department of Human Resources, Workers' Compensation Division, Claims Section, 3333 Wilshire Boulevard, Los Angeles, California 90010, within five (5) business days.

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME _____ Contract No. _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name _____ Contract No. _____

Employee Name _____

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name _____ Contract No. _____

Non-Employee Name _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

Page 3 of 3

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

SAFELY SURRENDERED BABY LAW

**Posters and Fact Sheets are available in English and Spanish
for Printing Purposes at the following Website:**

www.babysafela.org

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



In Los Angeles County: 1 877 BABY SAFE 1 877 222 9723
www.babysafela.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



*Los recién nacidos pueden ser entregados en forma segura al personal
de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles*

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafea.org

Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



AGREEMENT
CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE"
UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY
ACT OF AND THE HEALTH CARE INFORMATION TECHNOLOGY FOR
ECONOMIC AND CLINICAL HEALTH ACT
(BUSINESS ASSOCIATE AGREEMENT)

Under this Agreement, Contractor ("Business Associate") provides services ("Services") to County ("Covered Entity") and Business Associate receives, has access to or creates Protected Health Information in order to provide those Services.

Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information ("Privacy Regulations") and the Health Insurance Reform: Security Standards ("the Security Regulations") at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (together, the "Privacy and Security Regulations"). The Privacy and Security Regulations require Covered Entity to enter into a contract with Business Associate ("Business Associate Agreement") in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place.

Further, pursuant to the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005, *title XIII and title IV of Division B*, ("HITECH Act"), effective February 17, 2010, certain provisions of the HIPAA Privacy and Security Regulations apply to Business Associates in the same manner as they apply to Covered Entity and such provisions must be incorporated into the Business Associate Agreement.

This Business Associate Agreement and the following provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Business Associate in compliance with HIPAA's Privacy and Security Regulations and the HITECH Act, as they now exist or may hereafter be amended.

Therefore, the parties agree as follows:

DEFINITIONS

- 1.1 "Breach" has the same meaning as the term "breach" in 45 C.F.R. § 164.402.
- 1.2 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its employees.
- 1.3 "Electronic Health Record" has the same meaning as the term "electronic health record" in the HITECH Act, 42 U.S.C. section 17921. Electronic Health Record means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.
- 1.4 "Electronic Media" has the same meaning as the term "electronic media" in 45 C.F.R. § 160.103. Electronic Media means (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission. The term "Electronic Media" draws no distinction between internal and external data, at rest (that is, in storage) as well as during transmission.
- 1.5 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103. Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.
- 1.6 "Individual" means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- 1.7 "Minimum Necessary" refers to the minimum necessary standard in 45 C.F.R. § 162.502 (b) as in effect or as amended.

- 1.8 "Privacy Rule" means the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164, also referred to as the Privacy Regulations.
- 1.9 "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Health Information.
- 1.10 "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.
- 1.11 "Security Incident" means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information in, or interference with system operations of, an Information System which contains Electronic Protected Health Information. However, Security Incident does not include attempts to access an Information System when those attempts are not reasonably considered by Business Associate to constitute an actual threat to the Information System.
- 1.12 "Security Rule" means the Security Standards for the Protection of Electronic Health Information also referred to as the Security Regulations at 45 Code of Federal Regulations (C.F.R.) Part 160 and 164.
- 1.13 "Services" has the same meaning as in the body of this Agreement.

- 1.14 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" in 45 C.F.R. § 164.402.
- 1.15 "Use" or "Uses" mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations.
- 1.16 Terms used, but not otherwise defined in this Business Associate Agreement shall have the same meaning as those terms in the HIPAA Regulations and HITECH Act.

OBLIGATIONS OF BUSINESS ASSOCIATE

2.1 Permitted Uses and Disclosures of Protected Health Information. Business Associate:

(a) shall Use and Disclose Protected Health Information only as necessary to perform the Services, and as provided in Sections 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, 2.10, 4.3 and 5.2 of this Agreement;

(b) shall Disclose Protected Health Information to Covered Entity upon request;

(c) may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:

(i) Use Protected Health Information; and

(ii) Disclose Protected Health Information if the Disclosure is Required by Law.

Business Associate shall not Use or Disclose Protected Health Information for any other purpose or in any manner that would constitute a violation of the Privacy Regulations or the HITECH Act if so Used or Disclosed by Covered Entity.

2.2 Prohibited Uses and Disclosures of Protected Health Information. Business Associate:

(a) shall not Use or Disclose Protected Health Information for fundraising or marketing purposes.

(b) shall not disclose Protected Health Information to a health plan for payment or health care operations purposes if the Individual has requested this special restriction and has paid out of pocket in full for

the health care item or service to which the Protected Health Information solely relates.

- (c) shall not directly or indirectly receive payment in exchange for Protected Health Information, except with the prior written consent of Covered Entity and as permitted by the HITECH Act. This prohibition shall not affect payment by Covered Entity to Business Associate. Covered Entity shall not provide such written consent except upon express approval of the departmental privacy officer and only to the extent permitted by law, including HIPAA and the HITECH Act.

2.3 Adequate Safeguards for Protected Health Information. Business Associate:

- (a) shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Business Associate Agreement. Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the Minimum Necessary in accordance with the Privacy Regulation's minimum necessary standard as in effect or as amended.
- (b) as to Electronic Protected Health Information, shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information; effective February 17, 2010, said safeguards shall be in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312, and shall comply with the Security Rule's policies and procedure and documentation requirements.

2.4 Reporting Non-Permitted Use or Disclosure and Security Incidents and Breaches of Unsecured Protected Health Information. Business Associate

- (a) shall report to Covered Entity each Use or Disclosure of Protected Health Information that is made by Business Associate, its employees, representatives, Agents, subcontractors, or other parties under Business Associate's control with access to Protected Health Information but which is not specifically permitted by this Business Associate Agreement or otherwise required by law.
- (b) shall report to Covered Entity each Security Incident of which Business Associate becomes aware.
- (c) shall notify Covered Entity of each Breach by Business Associate, its employees, representatives, agents or subcontractors of Unsecured Protected Health Information that is known to Business Associate or,

by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of the Business Associate as determined in accordance with the federal common law of agency.

- 2.4.1 Immediate Telephonic Report. Except as provided in Section 2.4.3, notification shall be made immediately upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information by telephone call to [To Be Determined], telephone number 1(800) XXX-XXXX.
- 2.4.2 Written Report. Except as provided in Section 2.4.3, the initial telephonic notification shall be followed by written notification made without unreasonable delay and in no event later than three (3) business days from the date of discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach by the Business Associate to the Chief Privacy Officer at:

Chief Privacy Officer
Kenneth Hahn Hall of Administration
500 West Temple Street
Suite 525
Los Angeles, California 90012
HIPAA@auditor.lacounty.gov
(213) 974-2166

- (a) The notification required by section 2.4 shall include, to the extent possible, the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, Used, or Disclosed; and
- (b) The notification required by section 2.4 shall include, to the extent possible, all information required to provide notification to the Individual under 45 C.F.R. 164.404(c), including:

- (i) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
- (ii) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
- (iii) Any other details necessary to conduct an assessment of whether there is a risk of harm to the Individual;
- (iv) Any steps Business Associate believes that the Individual could take to protect him or herself from potential harm resulting from the breach;
- (v) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to the Individual, and to protect against any further Breaches; and
- (vi) The name and contact information for the person most knowledgeable regarding the facts and circumstances of the Breach.

If Business Associate is not able to provide the information specified in section 2.3.2 (a) or (b) at the time of the notification required by section 2.4.2, Business Associate shall provide such information promptly thereafter as such information becomes available.

2.4.3 Request for Delay by Law Enforcement. Business Associate may delay the notification required by section 2.4 if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security. If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay notification, notice, or posting for the time period specified by the official; if the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay notification, notice, or posting temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in paragraph (a) of this section is submitted during that time.

- 2.5 Mitigation of Harmful Effect. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement.
- 2.6 Breach Notification. Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information, provide Breach notification for each and every Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or subcontractors, in a manner that permits Covered Entity to comply with its obligations under Subpart D, Notification in the Case of Breach of Unsecured PHI, of the Privacy and Security Regulations, including:
- (a) Notifying each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of such Breach;
 - (b) The notification required by paragraph (a) of this Section 2.6 shall include, to the extent possible:
 - (i) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
 - (ii) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
 - (iii) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;
 - (iv) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches; and
 - (v) Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.
 - (vi) The notification required by paragraph (a) of this section shall be written in plain language

Covered Entity, in its sole discretion, may elect to provide the notification required by this Section 2.6, and Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, including costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information.

- 2.7 Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.
- 2.8 Access to Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act.
- 2.9 Amendment of Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten (10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.
- 2.10 Accounting of Disclosures. Upon Covered Entity's request, Business Associate shall provide to Covered Entity an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or subcontractors, in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance

with 45 C.F.R. § 164.528 and/or the HITECH Act which requires an Accounting of Disclosures of Protected Health Information maintained in an Electronic Health Record for treatment, payment, and health care operations.

[Optional, to be used when all Uses and Disclosures permitted in order to perform the Services will be for the Covered Entity's payment or health care operations activities: However, Business Associate is not required to provide an Accounting of Disclosures that are necessary to perform the Services because such Disclosures are for either payment or health care operations purposes, or both.]

Any accounting provided by Business Associate under this Section 2.10 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Section 2.10, Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Section 2.10 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act.

- 2.11 Indemnification. Business Associate shall indemnify, defend, and hold harmless Covered Entity, including its elected and appointed officers, employees, and agents, from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, penalties and fines (including regulatory penalties and/or fines), and expenses (including attorney and expert witness fees), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement; Business Associate's obligations under this provision extend to compliance and/or enforcement actions and/or activities, whether formal or informal, of Secretary of the federal Department of Health and Human Services and/or Office for Civil Rights.

3.0 OBLIGATION OF COVERED ENTITY

- 3.1 Obligation of Covered Entity. Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use of

Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own uses and disclosures accordingly.

4.0 TERM AND TERMINATION

4.1 Term. The term of this Business Associate Agreement shall be the same as the term of this Agreement. Business Associate's obligations under Sections 2.1 (as modified by Section 4.2), 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, 2.10, 4.3 and 5.2 shall survive the termination or expiration of this Agreement.

4.2 Termination for Cause. In addition to and notwithstanding the termination provisions set forth in this Agreement, upon either party's knowledge of a material breach by the other party, the party with knowledge of the other party's breach shall:

- (a) Provide an opportunity for the breaching party to cure the breach or end the violation and terminate this Agreement if the breaching party does not cure the breach or end the violation within the time specified by the non-breaching party;
- (b) Immediately terminate this Agreement if a party has breached a material term of this Agreement and cure is not possible; or
- (c) If neither termination nor cure is feasible, report the violation to the Secretary of the federal Department of Health and Human Services.

4.3 Disposition of Protected Health Information Upon Termination or Expiration.

- (a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
- (b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those

purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

5.0 MISCELLANEOUS

- 5.1 No Third Party Beneficiaries. Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 5.2 Use of Subcontractors and Agents. Business Associate shall require each of its agents and subcontractors that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Business Associate Agreement.
- 5.3 Relationship to Services Agreement Provisions. In the event that a provision of this Business Associate Agreement is contrary to another provision of this Agreement, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of this Agreement.
- 5.4 Regulatory References. A reference in this Business Associate Agreement to a section in the Privacy or Security Regulations means the section as in effect or as amended.
- 5.5 Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Regulations.
- 5.6 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations and other privacy laws governing Protected Health Information

EXHIBIT K
CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

- ☐ Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

- ☐ Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

Signature

Date

Name and Title of Signer (please print)

EXHIBIT L

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

This Performance Requirements Summary (PRS) Chart lists the required services which will be monitored by the COUNTY during the term of this contract; the required standard of performance; the maximum deviation from the Acceptable Quality Level Standards (AQLS) which can occur before damages can be assessed; and the method of COUNTY surveillance.

Quality Assurance

On an on-going basis, CONTRACTOR performance will be compared to the contract standards.

The Probation Department may use a variety of inspection methods to evaluate the CONTRACTOR'S performance. The methods of surveillance, which may be used, but not limited to, are:

- User and/or Staff Complaints
- Random Inspections
- Random and/or Judgmental Samplings

Criteria for Acceptance and Unacceptable Performance

Performance of a required service is considered acceptable when it meets the AQLS as set forth in the Performance Requirement Services (PRS) Chart. When the performance does not meet this standard, the CONTRACTOR will be notified promptly of any performance variances identified.

When an instance of unacceptable performance comes to the attention of Probation personnel, a User Complaint Form (UCR) may be filled out and forwarded to the Quality Assurance Evaluator. The complaint will be investigated, if necessary, and may be brought to the attention of the CONTRACTOR.

The CONTRACTOR shall be required to explain, in writing, within ten (10) calendar days of date of notice when performance was unacceptable, how performance will be returned to acceptable levels, and how recurrence of the problem will be prevented.

The assessment of monetary damages against the CONTRACTOR for unacceptable services shall be calculated as shown on the Performance Requirement Summary (PRS) Chart.

Performance Evaluation

Periodically, the CONTRACTOR'S performance will be evaluated comparing service (as stated in the Performance Work Statement) with the AQL'S, using the method of surveillance. If the CONTRACTOR'S performance falls below the AQLS, the CONTRACTOR will be notified promptly of any performance variance identified.

Corrective Action

The CONTRACTOR shall be required to immediately correct those activities found by Probation Department to be unacceptably performed at no additional cost to COUNTY.

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REQUIRED SERVICES	STANDARD	MAXIMUM DEVIATION OF DEGREE FROM REQUIREMENT (AQL)	METHOD OF SURVEILLANCE	DEDUCTION FROM CONTRACT PRICE FOR FAILURE TO MEET THE AQL
CONTRACTOR shall comply with Specific Tasks. (Exhibit A, 2.0)	100% Adhere to County requirements	5%	<ul style="list-style-type: none"> - User and/or Staff Complaints - Random Inspections - Random and/or judgmental samplings 	N/A
CONTRACTOR shall deliver CTE program curricula, materials, classroom/lab equipment and furniture for the 4 Probation camps. (Exhibit A, 2.1)	100% Adhere to County requirements	5%	<ul style="list-style-type: none"> - User and/or Staff Complaints - Random Inspections - Random and/or judgmental samplings 	N/A
CONTRACTOR shall record the detailed inventory of CTS curricula, materials, classroom/lab equipment and program furniture at the four (4) Probation camps. (Exhibit A, 2.2)	100% Adhere to County of Los Angeles requirements	0%	<ul style="list-style-type: none"> - User and/or Staff Complaints - Random Inspections - Random and/or judgmental samplings 	N/A
Quality Control Plan (Exhibit A, 3.0)	100% Adhere to all County requirements	0%	<ul style="list-style-type: none"> - User and/or Staff Complaints - Random Inspections - Random and/or judgmental samplings 	N/A

REQUIRED SERVICES	STANDARD	MAXIMUM DEVIATION OF DEGREE FROM REQUIREMENT (AQL)	METHOD OF SURVEILLANCE	DEDUCTION FROM CONTRACT PRICE FOR FAILURE TO MEET THE AQL
Security and Confidentiality (Exhibit A, 6.3)	100% All CORI requirements met. No unauthorized release of information. Adhere to all County of Los Angeles requirements	0%	<ul style="list-style-type: none"> - User and/or Staff Complaints - Random Inspections - Random and/or judgmental samplings 	N/A
No contractor personnel shall have a criminal conviction or pending criminal trial unless such record has been fully disclosed previously. (Exhibit A, 6.4.6.1)	100%	0%	User and/or Staff Complaints <ul style="list-style-type: none"> - Random Inspections 	N/A
County reserves the right to conduct a background investigation of Contractor's prospective employees prior to employment or assignment. (Exhibit A, 6.4.6.2)	100% Adhere to all County requirements	0%	<ul style="list-style-type: none"> - User and/or Staff Complaints - Random Inspections 	N/A
CONTRACTOR in compliance with Standard Terms and Conditions	100% Adhere to all County requirements	0%	<ul style="list-style-type: none"> - User and/or Staff Complaints - Random Inspections - Random and/or judgmental 	N/A

Exhibit M

INTENTIONALLY DELETED

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IRS NOTICE 1015

(Obtain latest version from IRS website –
<http://www.irs.gov/pub/irs-pdf/n1015.pdf>)



Department of the Treasury
 Internal Revenue Service

Notice 1015

(Rev. December 2009)

**Have You Told Your Employees About the
 Earned Income Credit (EIC)?**
What Is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note. You are encouraged to notify each employee whose wages for 2009 are less than \$48,279 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 8, 2010.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from the IRS website at www.irs.gov or by calling 1-800-829-3676.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2009 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2009 and owes no tax but is eligible for a credit of \$829, he or she must file a 2009 tax return to get the \$829 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2010 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.

Notice **1015** (Rev. 12-2009)
 Cat. No. 205991

CONFIDENTIALITY OF CORI INFORMATION

Criminal Offender Record Information (CORI) is that information which is recorded as the result of an arrest, detention or other initiation of criminal proceedings including any consequent proceedings related thereto. As an employee of _____ during the legitimate course of your duties, you may have access to CORI. The Probation Department has a policy of protecting the confidentiality of Criminal Offender Record Information.

You are required to protect the information contained in case files against disclosure to all individuals who do not have a right-to-know or a need-to-know this information.

The use of any information obtained from case files or other related sources of CORI to make contacts with probationers or their relatives, or to make CORI available to anyone who has no real and proper reason to have access to this information as determined solely by the Probation Department is considered a breach of confidentiality, inappropriate and unauthorized.

Any _____ employee engaging in such activities is in violation of the Probation Department's confidentiality policy and will be subject to appropriate disciplinary action and/or criminal action pursuant to Section 11142 of the Penal Code.

I have read and understand the Probation Department's policy concerning the confidentiality of CORI records.

Signature

Name (Print)

Title

Date

Copy to be forwarded to Probation Contract Manager within five (5) business days of start of employment.

Intentionally Omitted

DRAFT



COUNTY OF LOS ANGELES
PROBATION DEPARTMENT - PERSONNEL
SERVICES OFFICE
BACKGROUND REQUEST FORM
(Fax 562- 803-4558)



Requesting
Agency: _____

Agency
Address: _____

City and Zip
Code: _____

Agency Contact
Person: _____

Telephone No.: _____

Fax No.: _____

LEAD AGENCY (if
different) _____

Completed by Requesting Agency				Completed by Central Processing Unit		
	Applicant's Name	Applicant's Position	Available Dates & Times		Appointment Date	Appointment Time
1						
2						
3						
4						
5						

6					
7					
8					
9					
10					

Instructions to Applicants:

1. Prior to the background interview you will complete the application in black ink.
2. Please bring valid photo identification. (Example: CA Driver's License, CA Identification Card)

DRAFT

CONTRACT BACKGROUND APPLICATION

BTS# _____

CONTRACTOR NAME _____

POSITION _____

1. LAST NAME	FIRST NAME	MIDDLE NAME	2. Social Security Number
3. RESIDENCE – Street and Number		City and Zip Code	
4. Since (date)	5. Email Address	6. Telephone	
7. Date Residence Established in California and L.A. County		8. BIRTHDATE	
9. DRIVER'S LICENSE (OPERATORS OR CHAUFFEURS LICENSE SERIAL NUMBER)		10. Expiration Date	

11.	Have you, as a juvenile or adult, ever been convicted, fined, imprisoned, arrested, or placed on probation or a suspended sentence, or have you forfeited bail in connection with any offense (misdemeanor or felony) in any criminal, civil or military court of law on or after your 15 th birthday? (Include any current investigations or pending charges).	Yes	No
12.	Do you have any felony convictions within the past ten (10) years?	Yes	No
13.	Have you been convicted for use/possession or admitted to use /possession of any controlled substance within the past five (5) years?	Yes	No
14.	Do you have any convictions with elements of violence (assault, battery, mayhem, etc.) within the past five (5) years?	Yes	No
15.	Do you have any convictions relating to the use of weapons?	Yes	No
16.	Do you have any convictions or admissions for theft?	Yes	No
17.	Do you have any convictions or admissions for falsification of public records, including employment records?	Yes	No
18.	Have you ever been convicted for crimes against property within the past two (2) years?	Yes	No
19.	Have you ever been convicted for any sex crimes?	Yes	No
20.	Have you ever been convicted for crimes against children?	Yes	No
21.	Are you presently on probation, formal or informal, or diversion? (Must be off probation at least one [1] year prior to completion of application)	Yes	No
22.	Do you have more than five (5) vehicle code citations/moving violations, convictions, or at fault accidents within the past five (5) years?	Yes	No
23.	Have you ever been convicted of Driving Under the Influence (DUI)? (No more that one [1] in the past five [5] years?)	Yes	No
	Do you have any outstanding failures to appear?	Yes	No

24.

25. Have you been convicted for any hit and run accidents within the past five (5) years?

Yes

No

If "Yes," give the following information for each offense: If additional space is needed, please attach a separate page.

Age at Time of Action

Date

Police Department or Court

Charge

Disposition

26. Have you ever been convicted of a crime under a different name? If so, please list

27. Have you ever been discharged or asked to resign? If yes, include employer name, address, contact number and date of occurrence.

28. ALL STATEMENTS MADE HEREIN BY ME ARE TRUE TO THE BEST OF MY KNOWLEDGE. FAILURE TO DISCLOSE OR FALSIFY ANY INFORMATION MAY RESULT IN DISQUALIFICATION.

Signature of Applicant

Date

29. Check the work function that best describes the type of work you will perform.

☐ **Work Function #1**

Care, Oversight, or Protection of Persons Through Direct Contact with Such Persons (e.g., Physician, Nurse, Clinical Social Worker, etc.).

☐ **Work Function #2**

Direct or Indirect Access to Funds or Negotiable Instruments (e.g., Assistant Deputy Director, Finance Manager, Cashier, etc.).

☐ **Work Function #3**

Requirement of State and/or Professional Licensing (e.g., Registered Nurse, Physician, Optometrist, Pharmacist, Physical Therapist, etc.).

☐ **Work Function #4**

Public Safety or Law Enforcement (e.g., Environmental Health Specialist, Public Health Investigator, etc.).

☐ **Work Function #5**

Access to or Charge for Drugs or Narcotics (e.g., Pharmacist Tech, Pharmacy Helper, Physician, Registered Nurse, Clinical Pharmacist, etc.).

☐ **Work Function #6**

Access to Confidential or Classified Information, Including Criminal Conviction Information (e.g., Personnel Officer, Systems Analyst, Patient Resources Worker, Eligibility Worker, etc.).

☐ **Work Function #7**

Charge of or Access to County, Public or Private Property (e.g., Warehouse Worker, Custodian, Materials Manager, Facilities Manager, etc.).

REVIEWED BY –

SIGNATURE

TITLE

DEPARTMENT

DATE

PLEASE TYPEWRITE OR PRINT IN BLACK INK

L: Bdg\Forms\Contract Emp Info.doc

Revised 7/2009

DRAFT

Title 5 PERSONNEL
Chapter 5.09.010 through 5.09.030
SEXUAL HARASSMENT POLICY

Page 1 of 3

5.09.010 Sexual harassment prohibited.

Sexual harassment is a form of unlawful sex discrimination, which is a violation of Title VII of the Civil Rights Act of 1964, as amended, and Chapter 6 of the California Fair Employment and Housing Act. It is the policy of the county of Los Angeles that sexual harassment is unacceptable and will not be tolerated. It is improper and against this policy for a county officer or employee to ask for or receive sexual favors from another county employee or prospective employee in return for or as a condition of county employment, promotion, job retention, a particular job or duty assignment, or any other action relating to county employment. It shall be the policy of the county of Los Angeles to:

- A. Dissuade such practices through communication, training and other appropriate methods that will sensitize employees and all persons involved with the county work force concerning sexual harassment issues;
- B. Investigate all observed or reported instances of sexual harassment, and take appropriate corrective action, including disciplinary action, when warranted;
- C. Provide an internal complaint process for employees who experience or witness a violation of the sexual harassment policy which will protect employee confidentiality to the extent legally permissible, shield the individual from retaliation, and allow for appropriate corrective action. (Ord. 94-0074 § 2 (part), 1994.)

5.09.020 Sexual harassment defined.

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors and/or other verbal or physical conduct of a sexual nature when:

- A. Submission to such conduct is made either explicitly or implicitly a term or condition of employment; or
- B. Submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting such individual; or
- C. Such conduct has the purpose or effect of unreasonably interfering with an employee's work performance or creating an intimidating, hostile or offensive working environment. (Ord. 94-0074 § 2 (part), 1994.)

Title 5 PERSONNEL
Chapter 5.09.010 through 5.09.030
SEXUAL HARASSMENT POLICY

5.09.030 Responsibilities of county personnel.

- A. County employees: All county employees are responsible for assuring that sexual harassment does not occur in the Los Angeles County work environment. Any employee who believes that she or he has been the object of or has been affected by sexual harassment in county work situations, or who is aware of an occurrence of sexual harassment, should report any such action or incidents to his or her supervisors, department head, departmental affirmative action coordinator or the county's affirmative action compliance officer so that the matter can be promptly investigated and appropriate corrective action considered.
- B. Department heads: Each department head shall be responsible for promoting a work environment free from sexual harassment in his or her department. Each department head shall personally acknowledge his or her commitment to the county's sexual harassment policy by assuring that:
1. The county's sexual harassment policy is disseminated to every employee in the department;
 2. All managers and supervisory personnel are held accountable for complying with the county's sexual harassment policy; and
 3. A process for promptly responding to and resolving sexual harassment complaints within the department is in place and is communicated to all employees.
- C. Managers and supervisory personnel: Managers and supervisory personnel are responsible for the prevention and correction of sexual harassment occurrences in their areas of responsibility. Managers and supervisory personnel at all levels are responsible for:
1. Ensuring that all employees in their areas of responsibility are aware of the county's sexual harassment policy;
 2. Ensuring that all personnel decisions are made in accordance with this policy; and
 3. Implementing and/or recommending immediate and appropriate corrective action when warranted.
- D. Office of Affirmative Action Compliance (OAAC): The OAAC is responsible for the following:

Title 5 PERSONNEL
Chapter 5.09.010 through 5.09.030
SEXUAL HARASSMENT POLICY

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1. Educating managers, supervisors and employees, and informing them of their rights and responsibilities under the county's sexual harassment policy;
2. Developing processes for conducting investigations of alleged violations and advising management on corrective actions when such actions appear to be warranted;
3. Investigating employee complaints of sexual harassment when filed with the OAAC;
4. Responding to charges of sexual harassment filed by county employees with state and federal enforcement agencies; and
5. Investigating, at the request of a department head, employee complaints of sexual harassment or complaints of other types of employment discrimination, harassment or related misconduct prohibited by federal or state law, or County ordinance, policy, or departmental regulation. (Ord. 2003-0040 § 1, 2003: Ord. 94-0074 § 2 (part), 1994.)

SEXUAL HARASSMENT/DISCRIMINATION/RETALIATION PROHIBITED FORM

A copy of this completed document must be forwarded to the Los Angeles County Probation Department Contract Manager within five (5) business days of start of employment. All staff assigned/working under the contract must complete a Sexual Harassment/Discrimination/Retaliation Prohibited form. Please forward a copy as follows:

**Los Angeles County Probation Department
Attn: Contracts & Grants Management Division
9150 East Imperial Highway, Room B-82
Downey, CA 90242**

Sexual harassment is a form of unlawful sex discrimination, which is a violation of Title VII of the Civil Rights Act of 1964, as amended, and Chapter 6 of the California Fair Employment and Housing Act. Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors and/or other verbal or physical conduct of a sexual nature when:

- Submission to such conduct is made either explicitly or implicitly a term or condition of employment; or
- Submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting such individual; or
- Such conduct has the purpose or effect of unreasonably interfering with an employee's work performance or creating an intimidating, hostile or offensive working environment

The County of Los Angeles has a policy that sexual harassment is unacceptable and will not be tolerated. In addition, the County of Los Angeles has a policy that individuals should be educated and informed of their rights and responsibilities. Based upon the existence of a contract, all Contractors' employees assigned under the contract shall receive sexual harassment training and be familiar with policies and reporting procedures. Such training shall be provided by the contractor and shall include the following at a minimum:

1. Definition of Sexual Harassment
2. Definition of Discrimination
3. Definition of Retaliation
4. Their Rights
5. Their Responsibilities
6. Procedure for Reporting Discrimination/Harassment/Retaliation with the Contractor
7. Procedure for Filing a Complaint of Discrimination/Harassment/Retaliation with the Contractor

I have read and understand that as an employee of _____ assigned under the contract that I **must** receive the above referenced training. I _____ hereby confirm that I have received such training and information on _____, 20____.

NAME (PRINT):	
POSITION:	
SIGNATURE:	DATE:

Title 2 ADMINISTRATION
Chapter 2.206.010 through 2.206.080
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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- 2.206.010 Findings and declarations.
- 2.206.020 Definitions.
- 2.206.030 Applicability.
- 2.206.040 Required solicitation and contract language.
- 2.206.050 Administration and compliance certification.
- 2.206.060 Exclusions/Exemptions.
- 2.206.070 Enforcement and remedies.
- 2.206.080 Severability.

2.206.010 Findings and declarations.

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
- B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.
- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.030 Applicability.

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

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2.206.040 Required solicitation and contract language.

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

- A. This chapter shall not apply to the following contracts:
 - 1. Chief Executive Office delegated authority agreements under \$50,000;
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
 - 3. A purchase made through a state or federal contract;
 - 4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
 - 5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
 - 6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
 - 7. Program agreements that utilize Board of Supervisors' discretionary funds;
 - 8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;

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9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
 10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
 11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
 12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
 13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
 14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and remedies.

- A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.
- C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:
 1. Recommend to the Board of Supervisors the termination of the contract; and/or,
 2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,
 3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation/Contract For Services:		

The Proposer/Bidder/Contractor certifies that:

- ☐ It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/ Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

- OR -

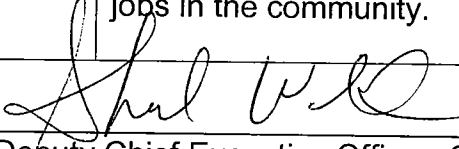
- ☐ I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

Date: _____

SOLE SOURCE CHECKLIST

Check (√)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS <i>Identify applicable justification and provide documentation for each checked item.</i>
X	<p>➤ Only one bona fide source for the service exists; performance and price competition are not available.</p> <p>LACOE is the only authorized educational service provider within Probation's facilities. They are the experts that provide educational program planning and implementation.</p>
	<p>➤ Quick action is required (emergency situation).</p>
	<p>➤ Proposals have been solicited but no satisfactory proposals were received.</p>
	<p>➤ Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.</p>
	<p>➤ Maintenance service agreements exist on equipment which must be serviced by the authorized manufacturer's service representatives.</p>
	<p>➤ It is most cost-effective to obtain services by exercising an option under an existing contract.</p>
X	<p>➤ It is in the best interest of the County e.g., administrative cost savings, excessive learning curve for a new service provider, etc.</p> <p>Pursuant to the State Education Code, LACOE is mandated to provide education services at Juvenile Court Schools at Probation's facilities. LACOE is in the best position to provide enhanced education services that includes the implementation of a Career Technical Education (CTE) program and other programs at our various camps without service disruption. For example, utilizing LACOE will allow for a seamless transition from the classroom to the CTE program within the regular school day.</p>
X	<p>➤ Other reason. Please explain:</p> <p>By utilizing LACOE's expertise in providing educational program planning and implementation, Probation will be able to fully or partially comply with various recommendations pursuant to the October 14, 2008 Board of Supervisors motion on Comprehensive Educational Reform. For example, recommendation #22 addressed the need for implementing a CTE/VE program in conjunction with academic and pre-apprenticeship programs in camps and apprenticeship and/or jobs in the community.</p>
 Deputy Chief Executive Officer, CEO Revised:10/21/11	<div style="text-align: right;"> 10/31/11 Date </div>